



# Company Maintenance Form

Company Information	
Business Name:	
Business Address/P.O Box:	
City:	Postal Code:
Phone Number:	
Fax Number:	

Preferred Corporate ID:											
Alternate Corporate ID:											

Company's accounts	
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Customer ID <input style="width: 100%;" type="text"/>	Customer ID <input style="width: 100%;" type="text"/>
Customer ID <input style="width: 100%;" type="text"/>	Customer ID <input style="width: 100%;" type="text"/>
Customer ID <input style="width: 100%;" type="text"/>	Customer ID <input style="width: 100%;" type="text"/>

Authorization Matrix						
No. of Authorizer(s)	Minimum Amount in SAR	Maximum Amount in SAR	A	B	C	D

Declaration & Signature
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I/We declare that the information given above is true and correct. I/We further declare that I/We have read the Terms and Conditions and I/We agree to them.

Name & Signature: \_\_\_\_\_

Name & Signature: \_\_\_\_\_

Company Stamp & Date: \_\_\_\_\_

For Bank Use Only
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For Relationship Manager Use:		
Verified By:	Signature:	
For AI Arabi eBusiness PLUS Administrator Use:		
Received By:	Date & Time:	Signature:
Entered By:	Date & Time:	Signature:
Verified By:	Date & Time:	Signature:
ANB IP:	Confirmation Number:	
Special Instructions for Bank Administrator(if any):		



# **Al Arabi eBusiness PLUS TERMS AND CONDITIONS**

## **AGREEMENT**

THESE BUSINESS E-BANKING TERMS AND CONDITIONS (these "Terms and Conditions") govern the use of the E-Banking Services (as defined below) offered by Arab National Bank (together with its affiliates and branches, if any, the "Bank"). The Bank and the Customer (also referred to as the "Parties" to this agreement) agree as follows:

1. **Definitions.** As used herein, the following words shall have the following meanings:

- (a) **"Accounts and Facilities"** means those accounts that the customer maintains with the bank and those facilities made available to the customer by the bank that are included in the customer profile and with respect to which the E-Banking Services are available.
- (b) **"Account and Facilities Agreements"** means the separate agreements between the Customer and the Bank that govern the terms and conditions by which an Account, a Product, a facility and/or a service will be provided by Bank.
- (c) **"Site"** means an Internet web site designated by Bank, through which the Customer may obtain E-Banking Services.
- (d) **"Authorizer"** means any person given the status of an "Authorizer" in the Customer Profile. An Authorizer may be authorized by the Customer to (1) approve (within the set authority levels) take any action that a User may take, and (2) approve use of specific Products or specific actions with respect to specific Accounts and Facilities designated in the Customer Profile. Such approval rights may be with respect to forms or instructions prepared by Users, with respect to forms or instructions prepared a combination of different users, with respect to forms or instructions partly authorized by another Authorizer, or any combination of the foregoing. Different Authorizers may be granted different authority and access rights with respect to the E-Banking Services and the Site as specified by the Customer. Unless specifically approved by the Bank, each Authorizer shall be an officer or employee of the Customer.
- (e) **"Customer"** means the legal entity that has entered into this Agreement with the Bank for the provision of the E-Banking Services by completing the application (including the Customer Profile) and whose application the Bank has accepted.
- (f) **"Customer Profile"** means the authorization form completed by the Customer and accepted by the Bank in whichever form, as revised from time to time, setting forth among other things: (i) the Customer's name, address and other required information, (ii) The Accounts and Facilities with respect to which the E-Banking services are to be made available (iii) the particular aspects of the E-Banking Services available to the Customer, (iv) the identities and user ID for the Program Administrators authorized to act on behalf of the Customer, and (v) the particular aspects of the E-Banking Services to be initially made available for access by Users and Authorizers and their level of authority with respect thereto.
- (g) **"E-Banking Services"** means the services provided by the Bank to the Customer, whatsoever called by the bank, via the Site, whereby the Customer may: (i) obtain information on Accounts and Facilities and view related statements and transactions, (ii) utilize Products approved for the Customer, (iii) register or amend Product-related details, (iv) order statements and cheque books and request customer services, and (vii) use other facilities which may be made available via the Site from time to time.
- (h) **"Instructions"** means any electronic communication, data or other transmission from the Customer (duly approved by the Authorizer) requesting that the Bank take some action in relation to an Account and/or to any E-Banking Service made available to the Customer, that is received by the Bank from the Customer via the Site in such form or format as may from time to time be specified on the Site.
- (i) **"Product"** means any service provided by the Bank that is then available through the E-Banking Services. The products may include but are not limited to: (i) trade services including (a) the issuance of letters of credit and amendments thereof, (b) the issuance of standby letters of credit and amendments thereof, (c) advice and confirmation of letters of credit, (d) the issuance of guarantees and amendments, extensions, and cancellations thereof, and (e) acceptance of documentary discrepancies; (ii) the domestic or international transfer or receipt of funds between Accounts or with third parties; (iii) the initiation of bulk transfers or payment instructions, including payroll; and (iv) the sending of private messages.
- (j) **"Program Administrator"** means the individual(s) designated by the Customer in the Customer Profile as the Program Administrator and authorized to administer Customer's use of E-Banking Services as specified in this Agreement.
- (k) **"User"** means a person authorized in the Customer Profile to have limited access to the Site and limited use of the E-Banking Services on behalf of the Customer. A User may be authorized to (1) access information with respect to one or more specific Accounts and Facilities or E-Banking Services, and (2) access and complete forms, templates or instructions requesting use of specific products or specific actions with respect to specific Accounts and Facilities (but in each case subject to final approval of an Authorizer). Different Users may be granted different authority and access rights with respect to the E-Banking Services and the Site, as specified in the Customer Profile. Unless specifically approved by the Bank, each User shall be an officer or employee of the Customer.

2. **Access to E-Banking Services.** The Bank grants the Customer access to the E-Banking Services via the Site. The Customer hereby authorizes the Bank to use the Site and the E-Banking Services to provide information, receive data and to act upon the Customer's Instructions and requests.

3. **Terms Governing E-Banking Services.** Access to the Site and use of the E-Banking Services by the Customer shall be subject to and governed by the provisions of this agreement, any supplemental terms and conditions set forth on the Site, and the Account Agreements between the Bank and the Customer that relate to the E-Banking Services used by Customer.

- (a) **Account Agreements.** The Customer acknowledges that information provided and the Instructions and transactions processed by means of the E-Banking Services and the Site shall be subject to the terms, conditions, and limits set forth in the applicable Account Agreement, and such other terms, conditions or limits as may be otherwise imposed or established by the Bank from time to time, whether as a result of the Bank's internal regulations or because of controls, limits or restrictions required or imposed by any legal or regulatory authority.
- (b) **Supplemental Instructions, Terms and Conditions.** The Bank may provide the Customer with instructions or supplemental terms and conditions regarding the proper use of one or more of aspects of the E-Banking Services or the Site, and which are in addition to this agreement. Such instructions or supplemental terms and conditions may be added or amended from time to time by the Bank, in its sole discretion, by posting on the Site or otherwise, and the Customer agrees to immediately comply with such amended instructions or

terms and conditions. The Bank shall have no liability for the failure by the Customer to comply with such instructions or terms and conditions as amended from time to time. In the event of a conflict with this agreement, the additional instructions, terms and conditions will govern for those sections or pages of the site to which they apply.

4. **Persons Authorized to Act on Behalf of Customer.**

- (a) **Program Administrators.** The Customer shall submit a Customer Profile to the Bank which designates one or more persons as Program Administrators, who shall be authorized to administer Customer's use of E-Banking Services.
- (b) **Authorizers.** The customer shall designate Authorizers and establish their respective levels of authority, which may be updated from time-to-time by the Customer by requesting the Bank to make such changes.
- (c) **Users.** The customer shall designate Users and establish their respective access rights, which may be updated from time-to-time by the Customer by requesting the bank to make such changes.
- (d) The submission by the Customer of a Customer Profile shall constitute a representation by the Customer that the individual(s) named therein have been granted the required authority stated therein from the Customer/Customer's board of directors or other governing body (or have been designated by an officer who has been duly authorized by the Customer's board of directors or other governing body) over the Customer's use of E-Banking Services.

5. **Customer Instructions for E-Banking Services.**

- (a) **Form.** Instructions for E-Banking Services that the Customer is authorized to use may be given only by transmission via the Site, in the manner and form required by the Site. All Instructions must also confirm to the requirements of the applicable Account Agreement.
- (b) **Receipt.** The Bank shall be deemed to have received an Instruction only when receipt of such Instruction is acknowledged by the Site.
- (c) **Authentication.** The Customer shall do such things and provide such documents and/or information to the Bank as the Bank may require from time to time for verifying the genuineness and accuracy of Instructions or the identity of a Program Administrator, Authorizer or User.
- (d) **Reliance on Instructions.** The Bank may rely and act upon all Instructions, messages, and information received in accordance with the terms of this agreement from, or purporting or appearing to be from, the Customer. The Customer is solely responsible for ensuring the correctness of the information input into the E-Banking Services and the Site.
- (e) **Incomplete Instructions:** The Customer agrees that the Bank may (but shall not be required to) act on incomplete Instructions where, in the Bank's opinion, they contain sufficient information or details to act.
- (f) **Failure to Carry Out Instructions:** In addition to similar rights it may have under the applicable Account Agreements, if the Bank considers it advisable, the Bank may choose to not carry out or otherwise act upon any or all Instructions from a Program Administrator, Authorizer or User provided via the Site.
- (g) **Transaction Cut-off Times.** The Bank's business days are Saturday through Wednesday, except such days on which banks are permitted or required to be closed in the Kingdom of Saudi Arabia. All transactions initiated through the Site after the daily cutoff time notified to the Customer may be posted on the next business day.
- (h) **Available Funds.** The Customer hereby agrees not to create any indebtedness to the Bank by using the E-Banking Services or the Site unless such indebtedness is permitted by an Account Agreement. The Customer further agrees that products (including processing of transactions using the E-Banking Services), shall not be effected unless and until the Customer has sufficient funds available pursuant to the terms of the relevant Account Agreement(s).

6. **Agreement to use electronic records, User IDs and passwords, and other electronic transactions.** The Customer and the Bank agree that they may use electronic documents, electronically submitted user IDs and passwords used electronically, and electronic communications in connection with E-Banking Services, transactions conducted via the Site, and Instructions and information delivered via the Site, and that such electronic records, user IDs and passwords, RSA Tokens and communications will have the same effect and validity as if done on paper. The Customer also agrees that the Bank's records of such electronic documents, user IDs and passwords, RSA Token and communications shall be the conclusive evidence relied upon in judging any dispute relating to the content or delivery thereof.

7. **Fees.** The Customer shall pay to the Bank an initial license fee and a monthly subscription fee for use of the E-Banking Services, in accordance with the Bank's schedule of fees and charges then prevailing. The Bank may at any time, and from time to time, upon notice to the Customer, revise such fees. Any use of the E-Banking Services after the stated commencement date of such revised fees will constitute the Customer's agreement to such change(s). The Bank will debit the monthly fee from the Account designated by the Customer for this purpose on the Client Profile. Such fees are in addition to, and not in lieu of, Bank's normal charges and fees for transactions or other services. The Customer shall pay to the Bank all other fees and other charges for products, Accounts and Facilities and other transactions in accordance with the relevant Account Agreements and any other applicable terms and conditions. All fees, charges and other sums payable by the Customer under this agreement shall be net of any deductions or withholdings of any form including any taxes. The Customer shall at all times pay such additional amount as is necessary to ensure that the Bank receives and retains (free from any liability other than tax on its own overall net income) that sum equal to what it would have received and so retained had no such deduction or withholding been required or made.

8. **Customer responsibility for hardware, software, and internet access.** The Customer is responsible, at its own expense, for obtaining, installing, maintaining, and operating all computer hardware, software, and internet access services necessary for accessing and utilizing the Site and the E-Banking Services, and for providing appropriate security with respect thereto. The Bank will not be responsible for any errors, failures, interruption or other defects from the malfunction or failure of any such hardware, software, or the Internet access services.

9. **Security.**

- (a) **Information security.** Each party undertakes to establish and maintain commercially reasonable measures to protect the electronic information that it transmits to, or receives from, the other party, and to protect such information from unauthorized or inappropriate access, use, alteration, destruction, or loss.
- (b) **Access security.** The Customer's access to and use of the Site and the E-Banking Services is restricted to the Program Administrator(s) and designated Authorizer(s) and User(s), and the

parties agree that the agreed security procedure to control access to and use of the Site and the E-Banking Services will be user IDs and passwords and, subject to the Bank's approval, may include other forms of authentication that the Bank may from time-to-time decide to utilize. The Bank will provide the Customer with user IDs for Program Administrators, Authorizers and Users, and a password associated with each user ID will be initially assigned by the Bank in accordance with procedures designated by the Bank. As soon as reasonably practicable, the Customer must change the password initially assigned by the Bank in accordance with procedures designated by the Bank.

- (c) **Customer responsibility.** The Customer agrees to protect, and to cause all Program Administrators, Users, and Authorizers to protect, the security and confidentiality of their user IDs and passwords. No person shall give or make available their password to any other person (including Customer's family members and to Bank staff), or use their user ID or password for any unauthorized and/or illegal purpose. The Customer must notify the Bank immediately, in writing or by telephone (and by facsimile as soon as is possible thereafter), if the Customer has any grounds for believing that the Site or any password, PIN or other authentication procedure has or may have been compromised, tampered with, stolen, misplaced, lost or misused, or knowledge thereof has or may have been acquired by anybody other than the intended User. Upon the notification of any of the events noted above, the Customer shall use its best efforts to comply with the Bank's instructions in enacting remedial measures and, if necessary, grant the Bank's employees, designated agents and sub contractors access to the Customer's premises and computer system. Immediately upon becoming aware of a breach of security involving a PIN or password, the Customer shall delete such PIN number or password from the system and upon receiving proper notification, the Bank shall take reasonable steps to ensure that the Site cannot be accessed by the PIN or password. The Customer acknowledges that the Bank has no means of monitoring who is actually using a user ID or password and therefore agrees that the Customer shall be solely responsible and liable for any loss, claim or other liability arising from unauthorized use or disclosure of any such user ID or password.
- (d) **Acknowledgement of general and performance risks.** Although Instructions will be encrypted and the Bank has taken other commercially reasonable efforts and measures to ensure the security and full performance of the Site, the Customer acknowledges and accepts:
  - (i) that there are security and other limitations that are unavoidable in connection with the use of the Site and E-Banking Services and the use of the internet to communicate and effect the transactions and (ii) that the Bank cannot guarantee that the use of the Site and E-Banking Services will be free from errors, poor transmission, interruption, forgery, viruses, tampering, delays or other problems. The Customer accepts these risks and problems, and agrees that the Bank shall not be responsible for any such problem that may occur. The Customer, therefore releases the Bank from any or all losses, damage, claims and liabilities associated therewith or resulting from inability to use the services for any reasons.
- 10. **Availability and performance.** The Bank will use reasonable efforts to make the Site and the E-Banking Services generally available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond the Bank's reasonable control. Likewise, the Bank will use reasonable efforts to effect any transaction(s) on the day requested by the Customer. However, the Bank will not be bound to do so, and shall not be liable for any failure to do so.
- 11. **Accuracy of information.** The Bank declares and the Customer hereby accepts that the Bank will use reasonable efforts to ensure that information provided through the E-Banking Services and the Site (including Accounts and Facilities, transaction information, exchange rates, and interest rates) will reflect the latest information input to the E-Banking Services or the Site, as applicable, but the Bank does not guarantee that such information will always be up-to-date or accurate. The Bank shall not be liable or responsible for any loss, damage, cost, expense whatsoever suffered or incurred by the Customer or any third party as a result of inaccurate financial or other information provided by the E-Banking Services. The Bank shall not assume any liability for consequential losses or damages under any circumstances whatsoever.
- 12. **No unauthorized use.** The Customer shall not engage in any unlawful, misleading, or inappropriate conduct under any circumstances, and shall use the Site and the E-Banking Services only for lawful purposes and only in accordance with this agreement and applicable law. Unauthorized use of the Site or the E-Banking Services, including without limitation unlawful use of any E-Banking Service, unauthorized entry into the Site or the Bank's systems, misuse of any user ID and password, or misuse of any information posted on the Site is strictly prohibited.
- 13. **Links.** The Site may contain links to web sites of third parties that are not affiliated with the Bank. These links are provided as a convenience, and the sites to which they link are not under the control of the Bank. The Bank will have no responsibility for content that is contained on or linked to by such non-Bank sites. The inclusion on the Site of a link to a third-party site does not imply an endorsement by the Bank of such site or of any products and services that may be offered on such site. The Bank disclaims liability for, and shall not be in any event be responsible for, the information, products or services included or offered on any such web sites. Such web sites may utilize lesser security than the Bank and may be subject to less protective privacy restrictions.
- 14. **Intellectual property rights.** The Bank or its licensors own and retain all right, title and interest in and to the Site and the E-Banking Services (including, without limitation, any text, images, graphics, data, designs, computer programs, computer code, works of authorship, concepts, "look and feel", materials, methods, processes and other content and information contained therein or relating thereto) along with all proprietary rights to all of the foregoing. Such information and materials are made available only for the internal use of the Customer, and may not be otherwise copied, displayed, distributed, downloaded, disassembled, reverse engineered, modified, published, transmitted, incorporated in other products or services, or otherwise used for public or commercial purposes, without express written permission from the Bank. The Customer shall have no right or interest in any of the proprietary rights associated with any of the foregoing except as expressly granted under this agreement.
- 15. **Use of information.** All information submitted to the Bank via the Site or the E-Banking Services shall be the property of the Bank and the Bank shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in such information. The Bank shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by the Bank in an Account and Facilities Agreement or as otherwise specifically agreed or required by law. The Customer's data may be used or disclosed by the Bank and the Bank's E-Banking Services providers as permitted by this agreement, the relevant Account and Facilities Agreement, or any other agreement between the Customer and the Bank.
- 16. **Compliance with law.** Neither the E-Banking Services nor the Site are intended for use by anyone in any jurisdiction or country where such use would be contrary to local law. No solicitation is made by the Bank to use the Site or the E-Banking Services (or any related information, products or services) in any jurisdiction where it is prohibited by law.
- 17. **Conflicts With agreements.** Any conflicts between the terms and conditions of this agreement and the specific terms and conditions of any Account and Facilities Agreement shall be controlled by the specific terms and conditions of the Account and Facilities Agreement (except where such differences relate to the ability to access or utilize the Accounts and Facilities or products using electronic means, in which case this agreement shall control).

- 18. **Use of third parties, intermediaries, correspondents, and communications systems.** The Bank may use correspondents, intermediaries, and other third parties, and may select and use communications and data transmission systems and service providers, in providing the Site, effecting Customer Instructions, providing E-Banking Services and otherwise performing its obligations under this agreement. The Bank's rights under this clause shall be in addition to, and not in derogation of, any other such rights which the Bank may have under any other agreement or otherwise.
- 19. **Limitation/disclaimer of liability.** The Bank shall not be responsible for any loss or damage to Customer or any third party unless caused by the Bank's gross negligence or willful misconduct. In addition, except to the extent this agreement provides otherwise, the Bank shall not be liable (whether in contract or otherwise), for or in respect of any loss whatsoever arising out of this agreement or in respect of the Site or the E-Banking Services which is caused directly or indirectly by (i) any unavailability, failure, malfunction or interruption of any computer hardware, equipment or software, or of any communication or data system or equipment, (ii) any computer viruses, worms, trojan horses, or other forms of malicious software or contamination, (iii) failure of any internet service provider, (iv) any error in discrepancy in, ambiguity in, or delay in giving any instructions or information relating to the Accounts and Facilities or products, (v) any unauthorized or malicious conduct by third parties, including interception of communications, unauthorized access to the Site or the Bank's computer systems, unauthorized alteration, tampering, destruction, deciphering, or forgery of data or communications, (vi) any action taken by the Bank under Section 5(e) above, (vii) any inaccurate financial or other information on the Site, (viii) any receipt by an unauthorized person of any confidential or other information, documentation, instructions, reports or messages related to the Site, the E-Banking Services or the Customer, (ix) any act, omission or delay by the Customer (including by any Program Administrator, Authorizer or User), any correspondent, intermediary, agent, paying bank, or any third party, (x) legal restrictions or (xi) any event, act, omission, delay, casualty, or circumstance outside the Bank's reasonable control. To the extent that such liability cannot be excluded or limited under applicable law, the Bank's liability for any loss or damage in respect of the Site or the E-Banking Services, if not excluded above, shall not in any event exceed an amount equal to the Bank's monthly fee for providing the E-Banking Services to the Customer.
- 20. **Notices.** All notices required by this agreement shall be in writing (in either paper form or electronic form) and shall be delivered to the intended recipient by personal delivery, mail, fax, or electronic mail. Notices to the Customer shall be sent to the physical and/or electronic mail address designated for the receipt of notices as set forth in Customer Profile, as updated from time-to-time by the Customer and shall be deemed received by the Customer and effective when sent. Notices to the Bank shall be sent to the physical and/or electronic mail address designated for the receipt of notices as set forth on the Site, as updated from time-to-time by the Bank, and shall be effective when received at the Bank.
- 21. **Amendments to agreement.** The Bank may amend or change this agreement (including applicable fees and E-Banking Services charges) by posting notice of such changes on the Site, and/or by sending the Customer written notice of such changes by electronic mail or by regular mail. Any use of the E-Banking Services after the Bank sends a notice of change will constitute the Customer's agreement to such change(s).
- 22. **No waiver.** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by it. No delay or omission on the Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 23. **Termination.**
  - (a) **Site and E-Banking Services.** The Bank may modify or terminate the E-Banking Services or the Site in whole or in part at any time without prior notice. The Bank also reserves the right to limit or suspend access to the E-Banking Services or the Site at any time, either in general or with respect to any particular user ID or password.
  - (b) **This agreement.** Unless otherwise required by applicable law, either party may terminate this agreement at any time by giving not less than five (5) working days written notice of such termination to the other party. The Bank may also terminate this agreement immediately (with notice delivered promptly thereafter) if the Customer violates this agreement, any supplemental terms and conditions set forth on the Site, or any of the Account and Facilities Agreements. Notwithstanding termination, the Customer shall be responsible for all transactions that are effected prior to cancellation of its user IDs and passwords, and for all transactions, obligations, costs, fees and charges incurred prior to the effective date of termination. Termination shall not affect any accrued rights or liabilities of either party.
- 24. **Assignment.** The Customer may not assign this agreement or its rights and obligations hereunder without the prior written consent of the Bank. The Bank may assign this agreement to any of its now-existing or future affiliates and to any person or entity that acquires the Bank or substantially all of its assets. The Bank may also assign or delegate all or part of its rights and responsibilities under this agreement to independent contractors or other third parties.
- 25. **Governing law.** This agreement shall be governed by and interpreted in accordance with the laws and regulations prevailing in the Kingdom of Saudi Arabia and any dispute, difference or controversy that arises in connection herewith shall be fully and finally settled by the Saudi Arabian Monetary Agency Committee for Settlement of Banking Disputes.
- 26. **Severability.** The invalidity, illegality or unenforceability of any provision of this agreement shall in no way affect the validity, legality or enforceability of any other provision.

IN WITNESS WHEREOF, the Customer has caused these Business E-Banking Terms and Conditions to be accepted and executed by its duly authorized representative name below.

THE CUSTOMER

SIGNED for and on behalf of \_\_\_\_\_ )  
 NAME OF CUSTOMER \_\_\_\_\_ )  
 by \_\_\_\_\_ )