

Online Banking T&Cs

1. Definitions:

In this Agreement, the following terms shall have the meanings indicated opposite thereto below unless the text otherwise admits or requires:

Bank: means Arab National Bank, which term shall include any and all branches of the Bank throughout the Kingdom of Saudi Arabia.

Customer: means any natural or juristic person who enters into this Agreement with the Bank to utilize the Service by completing the Service application forms either electronically or at a branch of the Bank, who accepts these terms and conditions provided the Customer's application is accepted by the Bank.

Account: means any account(s) held at the Bank under the Customer's name to provide the Customer access to the Internet Banking Service.

Arab National Bank Internet Service or Service: means the Service provided by the Bank through which the Customer can access the Bank's website and subscribe to the Service on-line using a personal computer and browser in order to:

- View account balances.
- Perform –inter account money transfers.
- Perform third party money transfers.
- Order statements of account and checkbooks.
- Avail of other Service-supported functionalities as the Bank may, at its sole discretion, deem fit from time to time.

Personal Computer or "PC": means any PC the Customer uses anytime, anywhere to access the Service by entering his/her ATM Card Number and PIN as user ID and Password.

Modem: means the Customer-owned modem.

Browser: means any software that enables the Customer to view Internet documents (in HTML format). The Service has been designed to operate with Microsoft's Internet Explorer, Firefox or Safari. The Customer must supply his/her browsing software of choice.

Internet Service Provider or "ISP": means a company that enables the Customer to connect to the Internet. The Customer must enter into a separate agreement with his/her ISP of choice.

2. In this document, words importing the singular shall also include the plural and vice versa, and words importing the masculine shall include the feminine and vice versa.
3. The Bank reserves for itself the right to reject any Service provision application at its sole discretion.
4. The Bank is entitled, at its sole discretion, to amend or alter these terms and conditions at any time by serving Notice of Amendment or Alteration to the Customer before 30 working days of any amendments. The Customer shall thereafter be bound by the terms and conditions as amended or altered. In the event the Bank elects to show such amendments or alterations online via the Bank's website, then any subsequent use of the Service shall be deemed to constitute express acceptance of such amendments or alterations by the Customer.
5. The Customer hereby authorizes the Bank to accept and act upon electronic instructions and authorizations submitted through the Internet Banking Service via the Internet. The Customer also authorizes the Bank to debit/credit the account(s) for transactions performed via the Service provided; however, such transactions have been first authenticated through use of the Customer's USER ID and Password.
6. The Customer hereby authorizes the Bank to debit his/her account for charges or fees on any transaction(s) performed by the Customer provided the Bank shows the Customer the charges or fees on the website prior to making a transaction. Such authorization constitutes final and binding agreement by the Customer to such deduction.
7. Where the accountholder of any account(s) held with the Bank is two or more persons, the Bank shall, for purposes of Internet Banking Service operation, be entitled to accept and act upon instructions authorizing debit to the account received from any such joint accountholder who fulfills the definition of "Customer". All joint holders shall become severally and jointly liable for all the transactions performed through the Internet Banking Service. The Customer's attention is especially drawn to the fact that where the account is held jointly, utilization of the Service through such account shall only be permitted if all persons who fulfill the definition of "Customer" have agreed to authorize anyone of them to issue electronic instructions to the Bank.

8. Safety and Protection:

- The Customer shall keep strictly confidential his/her own login details USER ID and Password(s), and may not share these with any third party.
- The Customer shall take all-reasonable precautions to prevent any fraudulent use of his/her login details and Password(s).
- The Customer may not, under any circumstance, write his/her login details and Password(s) in any form that could be understood by others.
- The Customer undertakes to never disclose his/her login details/passwords to any other party, including Bank employees.
- The Customer undertakes to change his/her Password(s) periodically and to carefully select the passwords to rule out any possibility of these being guessed by others, if he/she knows, suspects or has reason to believe that another party has knowledge of the Password(s).
- The Customer undertakes the responsibility of assigning his/her face ID/finger print for the device and protecting it to avoid any unauthorized access to the device and anb Mobile App
- The Bank does not accept liability for any damages to the Customer resulting from loss of the Customer's login details or disclosure of the Customer's Password(s). If the Customer fails to protect his/her login details and Password, he/she will be responsible for any transactions made on the account. The Bank is not liable for the losses caused by installing and/or using Mobile Banking Application from a jail-broken/rooted device.

9. By protecting his/her USER ID and Password(s), the Customer will safeguard against any responsibility for any transactions conducted on their account not performed by him/her. The Customer must change their Password immediately if they suspect that any person has knowledge of it. The Customer will be held liable for any transactions unauthorized by him/her conducted on their account if the Customer fails to protect his/her USER ID and Password.

10. The Bank will exert its best efforts to perform and give effect to any transactions requested by the Customer on the same day, but shall not be liable to the Customer in case any such transactions could not be performed and/or enforced on such day.

11. The Internet Banking Service does not permit the Customer to overdraw his/her

12. The Customer declares and consents that all transactions performed via the Internet Banking Service shall be governed by any and all conditions enforced by the Bank from time to time, whether arising from implementation or operation of the Bank's internal rules or controls, limitations, restrictions, laws or regulations set in force by any competent legal or regulatory authority.
13. It is agreed and understood by the Customer and the Bank that payment and transfer instructions given via the Service cannot be cancelled on the day such payment or transfer becomes due. The Bank will exert its best efforts to facilitate any cancellation instructions, but will not accept liability if the cancellation request cannot be entertained on the due date.
14. The Bank will execute the transfer request, subject to the Bank's procedures and availability of funds in the customer's account. The Bank, may, at its sole discretion, engage the services of any foreign correspondent bank(s) for transfer execution purposes. The Bank and/or correspondent bank will not be liable for any loss or damages resulting from any error, dropped transaction or delay due to circumstances beyond their control, nor will it be liable for any error, negligence, act, failure to act or omission on the part of the beneficiary's bank, any correspondent bank or agent, or their agents.
15. The Customer agrees to credit his/her account the amount of a returned transfer at the then prevailing market price.
16. The Bank does not accept any liability in case the transfer is returned by the correspondent bank.
17. Without prejudice to these terms and conditions, the Bank reserves the right to reverse and refund any transaction and/or to perform any adjustment(s) as may be necessary or required to the account(s) on the business day immediately following the date on which the transaction was performed.
18. Books, records, documents, receipts and instructions of the Bank and all other transaction related documents shall be conclusive and binding on the Customer, and may be relied upon for resolution of any dispute concerning figures, transactions, details, fees, charges, documentation, instructions or any other issue and/or dispute that may arise between the Bank and the Customer.
19. The Bank shall exert its best efforts to run the Service during the times cited in the marketing brochure, but shall not be obligated to observe such Service operation timeframes nor shall it be liable for inability to conform to such timings.

20. Any payments or transfers honored by the Bank relying on instructions received from the Customer and given to the Bank through the Internet Banking Service shall be captured in the relevant account statement as "Electronic Transactions".

21. It is understood and agreed that either the Bank or the Customer may terminate this Agreement by means of a formal notice duly executed by both parties.

22. The Customer agrees and consents to the Bank's right to record conversations between the Customer and Bank staff relative to implementing the required services.

23. The Bank reserves the right to charge the Customer a Service fee and the Customer undertakes to pay the Internet Banking Service fee. The current Service fees are shown on the Bank's website. The Bank's website may be consulted to determine the answer for any fee related queries. In case fees are to be altered, the new fee will be reported and notified to the Customer prior to the effective date thereof, and will be announced through the Bank's website.

24. The Customer acknowledges and consents that the information provided in relation to exchange rates, interest and local shares through the Bank's website will be up to date. However, the Bank does not guarantee any such details to be the latest information available.

25. The Bank does not accept legal liability for any losses, damages, costs or expenses whatsoever or howsoever incurred or sustained by the Customer or any third party as a result of reliance on inaccurate financial and other data published through the Service.

26. The Bank does not accept liability for any losses, damages, costs or expenses whatsoever or howsoever incurred or sustained by the Customer as a result of breach of any of these terms and conditions.

27. The Customer acknowledges and consents that the Bank has advised him/her, and that he/she has taken note, of current technology restrictions and limitations, and limitations and restriction on Service utilization, and that the Service availability depends on technology applications at the time of use and accordingly releases the Bank from any and every liability which may arise as a result of the Customer's inability to use the Service for any reason whatsoever.

28. The Customer hereby understands, agrees and consents that the Customer shall not acquire any right in or on any software, computer code, specifications, technologies or other data published to the Customer by the Bank for Service related purposes.

Additionally, the Customer shall not acquire any intellectual property or copyright in or on any of the aforesaid.

29. By entering his/her USER ID and Password, the Customer acknowledges his irrevocable and unconditional acceptance of, and agreement on, the terms and conditions.

30. The Customer acknowledges exclusive responsibility and liability for any acts or transactions performed through the Service, and accepts to be held fully and finally liable for the consequences of such acts or transactions.

31. This Agreement shall be governed by and interpreted in accordance with the laws and regulations prevailing in the Kingdom of Saudi Arabia. Any dispute between the parties in connection herewith shall be fully and finally settled by the Committee for Banking Disputes .

32- In case of discrepancy between Arabic text and English text of these Terms and Conditions, Arabic text shall prevail.