SNB
البنك الأهلي السعودي

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eCorp Agreement/eCorp Mobile

This agreement is made on _____ Yé âÕ YP• _____ [qž±#] ¾

by and between:

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The Saudi national bank, a joint stock company organized and existing under the laws of the Kingdom of Saudi Arabia with Commercial Registration No. 4030001588, having its address at King Fahad Road, 3208 Al-Aqeeq District, Unit No. 778, Riyadh 13519-6676, Saudi Arabia,

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13519-6676 ž#žµä C778 õ{iÍä çÈƒ ÆPÇ¯ä i 3208 C{

Telephone: 012 646 4999.

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Hereinafter referred to as the Bank

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an entity established and existing under the laws of the Kingdom of Saudi Arabia, with Commercial Registration No _____ having its address at _____

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Hereinafter referred to as the Client

The Client has applied for the eCorp / eCorp mobile service, and the Bank agrees to extend such service to the Client under certain terms and conditions.

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Therefore, the parties (the Bank and the Client) hereto, each being legally capable, have agreed upon the following terms and conditions:

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- % D Q N: The Saudi national bank.
- & O L H Q W: The individual or entity in whose name an account has been opened with the Bank.
- $ J U H H P H Q W: The contents, terms & conditions of this form.
- 8 V H U R U 8 V H U V: refers to the person (or people) designated and authorized by the Client to access and use eCorp/ eCorp NPCJMF TFSWJDF CZ VTJOH UIF #BOLµT PG¾DJBM GPSNT GPS TVDI QVSQPTF TJHOFE or otherwise approved by the Client's authorized signatories.
- 6 H U Y L F H: Refers to eCorp/ eCorp mobile service, which NFBOT UIF 6TFSµT BDDFTT BOE VTF PG UIF $MJFOUµT BDDPVOUT trade services electronically via the Bank's eCorp/ eCorp mobile website through the internet or any other electronic means.
- 3 D U W L H V: refers to the Client and the Bank combined.

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"OZ XPSET BOE FYQSFTTJPOT IFSFJO XIJDI IBWF B FYP¾DJBM NFBOJOH JO UIF VAT laws and regulations enacted within the Kingdom of Saudi Arabia shall have the same meaning as in that VAT laws and regulations.

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- = $ 7 & $ Zakat, Tax and Customs Authority.

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- 9 $ 7 any value added tax or similar additional tax chargeable under the laws and regulations of the Kingdom of Saudi Arabia for the time being and any similar additional tax.

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- 9 $ 7 5 H J X O D W L R Q is the VAT Law enacted by virtue of the Royal Decree No. (M / 113) dated 2/11/1438H and its implementing regulations issued by GAZAT and as amended from time to time, and in general, any law or regulation imposing or relating to the imposition or administration of a value added tax on goods and services in the Kingdom of Saudi Arabia and any implementing regulation made under the relevant regulation or law.

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- 9 $ 7 A ([F O X V L Y H &RQVLGHUDWLRQ 'PS UIF BWPJEBODF PG BOZ EPVCU BOE OPUXJUITUBOEJOH UIF "consideration "in the VAT Regulation, and unless otherwise expressly TUBUFE JO UIJT "HSFFNFOU QSP¾U NBSHJO amounts to be provided for under or in accordance with this Agreement are exclusive of any VAT. Furthermore all amounts exclude tax that would be imposed in the future (including VAT). Upon implementation of the VAT, SNB will be entitled to recover from the Customer any VAT that SNB (as "banking service provider") is required by law to collect.

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www.alahli.com 920001000 13519-6676 ž# žµä õ[] iÍä 778 È ƒ] Æ PÇ¯ä i ° 3208]
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,QWURGXFWLRQ

6FRSH RI $JUHHPHQW
This agreement governs the use of the Service and shall apply to all financial and trade products or services initiated through the Service; and shall be binding on the Client and User(s).

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The Service allows User(s) to inquire or otherwise obtain information regarding the Client's accounts. The Service may also permit Users to initiate a number of financial and trade services and transactions.

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'LVFODLPHUV RI /LDELOLW\ DQG 'HOLYHU\ RI 6HUYLFH

6HUYLFH &RQWLQXLW\
Based on the Client's best interest, the Bank undertakes the followings commitments:
- To take all technical & management measures to ensure the service is available around-the-clock (24x7x365).
- To take all technical & management measures to ensure that service is promptly restored in instance of failure or interruption.
- To take all technical & management measures to ensure that the Client's access to the service is executed via safe and secure standards. The Bank shall avail these measures and details on the login page of the service.

Gross negligence or misconduct notwithstanding, the Bank shall not be liable or responsible for any damages or claims that may arise from full or partial failure of the above measures.

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'LVFODLPHU RI /LDELOLW\ A *HQHUDO

In no event shall the Bank have any liability to the Client or any other person or entity for damages of any kind arising from the Client's use of, or inability to use the Service.

'LVFODLPHU RI /LDELOLW\ 7KLUG 3DUW\ ,QIRUPDWLRQ

The Bank shall not be responsible for the accuracy and completeness of any information received from other banks or financial institutions other than the Bank by way of the Service, in no event shall the Bank be liable to the Client for any damages that the Client may suffer by relying on information received from financial institutions other than the Bank by way of the Service.

'LVFODLPHU RI /LDELOLW\ &OLHQW 8VH

The Bank shall not be held responsible for any losses or expenses incurred by the Client as a result of any violation or breach by the Client or its Users to the terms of this agreement.

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The Client acknowledges that there are inherent technological limitations and restrictions that continuous and/or uninterrupted availability of the Service relies basically upon the employment of technology. Thus, the Bank makes no representation to the Client regarding the use of the Service or any communication or delivery system specified by the Bank with respect to its quality, timeliness, performance, accuracy, reliability, and continued availability or any other attribute.

The Bank does not warrant that the Service or any communications or delivery system will conform to any description thereof provided by the Bank or will be free of errors or defects. Due to this the Client exempts and discharges the Bank from any and all responsibility resulting from being unable to access or use the respective services for any technical reason or other factors beyond the direct control of the Bank.

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Access to use the Service shall be provided by the Bank through the internet or any other communication delivery system that the Bank may specify from time to time. The Client understands and acknowledges the confidentiality and other risks associated with the use of the Internet and similar technologies are taken into consideration. The Client accepts these risks, including third-party interference and other security risks inherent in such use, and agrees that the Bank shall not be responsible to the Client of any damages that it may suffer which are caused by such.

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The following measures have been taken to protect the User's access to the Service:

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2) Usage of registered phone number for authentication.

3) User disablement after 3 failed attempts at login.

IPVS HSBDF QFSJPE JG UIF 6TFS JT VUJMJ[JOH B UPLFO EFWJDF

'HOLYHU\ RI 6HUYLFH

In accordance with prevailing laws and interest of any of the Parties, the Client acknowledges that it is the Bank's right to accept, reject or delay any of the following and with no responsibility on the Bank:

1. Provisioning the Service to any Client or User(s).
2. Directives received from the Client / User(s) through eCorp / eCorp mobile .
3. Response to any inquiry received by the Bank via or in regards to the Service.
4. Debiting any of the Client's accounts for any activity reaching the Bank via the Service.

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' LUHFWLYHV &RQWURXOLLW6 HQW &RQWURO

Following the Banks policies and procedures, the Client shall adhere to duly fill any necessary form regarding his directives, signed or otherwise approved by the approved Client's authorized signatories and sent to the concerned authorities in the Bank.

/HJDOLW\ RI &RQVWUXFWRQV 5HFHLYHG E\ %DQN

The Client is aware that requests and instructions received by the Bank via the Service will be legally binding and may be considered as conclusive evidence in case of any dispute.

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The Client shall be liable for any damage that may arise from any User's negligence or willful misconduct in accessing and using the Service or in safeguarding their login information.

These may include, but not limited to, using "weak" passwords that include well known or easy-to-guess information such as birthdate or name. It is advisable to use "strong" passwords that include numbers & letters, minimum use of 6 fields.

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The Client adheres that all activities and transactions relating to the Service shall at all times be in compliance with applicable laws and regulations of The Kingdom of Saudi Arabia and the 4 B V E F GNWBSL (including Anti-Money Laundering rules and policies).

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The Client may cancel or edit the Service for itself or any of its Users at any time by virtue of duly filled & signed forms provided by the Bank.

The Bank may, in its absolute discretion, cancel the registration of any User at any time without the need of any prior written notification. The cancellation process shall not affect Client's accountabilities for any directives issued or any transactions effected or any service already in progress at the time of cancellation.

&RQWURO &RQILGHQWLDOLW\

In case the Client or any User's identification, password or token becomes known, obtained, stolen, lost or misplaced by whatever means, the Client shall be obliged to immediately notify the Bank thereof in writing. The Client shall be solely liable for all the instructions, directives and inquiries acted on in respect of such compromise.

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To officially issue a complaint, the Client may contact the Bank at the following number: 920024288

A request will be open to the Client and an SMS will be sent indicating the expected date of closure.

The Client shall also exert all possible care and precautionary effort to ensure that only its Users shall have access to the Service, exclusively by using the credentials provided to each individual User by the Bank. The Client shall be fully and solely responsible for ensuring that such Users do not divulge or make available any User's identification to any Bank officer or employee or any third party.

The Bank shall not utilize or disclose this information for any commercial purpose outside the scope of the Bank's services.

The Client understands the potential threats of using public or unprotected networks. The Bank shall not be liable for any breach from such thusly.

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The Bank may occasionally communicate important notices to its Users via the Service by sending messages and/or alerts, and it is the User's responsibility to periodically check their inboxes for such important message.
Furthermore, the Client authorizes the Bank to make use of electronic mail in sending notifications and correspondences related to the Service. The Client should take all necessary measures to maintain the secrecy of messages received by any means and shall be held responsible for any violation in this regard.

7DULII DQG &KDUJHV

The Client undertakes to pay the fees / charges determined by the Bank in relation to the Service as the Bank may prescribe from time to time. The Bank reserves the right to amend the fees / charges at any time and the Client shall be informed in the event of amendments to the fees / charges. The Client authorizes the Bank to debit its account(s) for any fees or charges.

&KDUJHV)HHV DQG 3D\PHQWV

1) Where VAT is applicable, the Profit Margin/Charges/Fees or amounts to be provided for under or in accordance with this Agreement and related services are stated exclusive of VAT, which shall be added at the prevailing rate of five percent (5%) or as amended in the future whether by increase or decrease and charged to the Customer.

2) Notwithstanding the sub-clause above and if, for whatsoever reason and whether for specific transaction or in general within applying the terms and conditions of this Agreement, SNB has made any or all of the Charges/Fees or amounts to be provided inclusive of VAT, SNB shall provide an account statement (if any) the following month which will provide a breakdown of the applicable VAT amount and its rate at the prevailing rate as applicable and charged to the Customer.

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Client agrees to bear all the costs of communication (including telephone usage and internet connectivity costs) and/or any other costs related to using the Service.

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7RNHQ 'HYLFH

The Client acknowledges that any electronic system or device provided by the Bank is and shall remain at all the times the sole property of the Bank. Accordingly, the Client undertakes to deliver the said system or devices upon the request of the Bank and in the same condition in which the respective system was received by the Client.

6HUYLFH 'HVLJQ

The Bank shall have sole and full control in the design, configuration, appearance and content of the Service, and reserves the right to make modifications to such at any time.
Furthermore, The Bank reserves the sole right to modify, suspend or discontinue the Service or any part of it (temporarily or permanently). The Client agrees that the Bank shall not be held liable to the Client or to any third party for any such action.

*HQHUDO 7HUPV &RQGLWLRQV Á »ø » Ð°

*RYHUQLQJ /DZ 'LVSXWH 5HVROXWLRQ

This agreement shall be governed by the laws and regulations of the Kingdom of Saudi Arabia. Any disputes arising under this agreement shall be referred to the 4 B V E S U B # M B Committee for Settlement of Banking Disputes.Headings:
All headings in this agreement are for reference purposes only and shall not be construed to limit or otherwise affect the interpretation of any provision in this agreement in any way.

$FFHSWDQFH RI 7HUPV DQG &RQGLWLRQV

The Client understands that accepting this agreement forms an explicit acceptance to all the terms and conditions provided herein and obligates the Client to use the Service exclusively within the provisions, ways and means provided.

Accepting this agreement means that the Client shall not and may not make any amendments, changes or omissions of any part of the agreement, nor introduce or involve any item or phrase in any form whatsoever. The Client agrees that in case of such amendments they are to be considered null, void and of no legal significance or obligations towards the Parties.

Shall the Bank receive any modified terms or conditions on paper or through electronic means or any other means of communication, the Client acknowledges and agrees that the receipt by the Bank of such modifications does not constitute approval or acceptance by the Bank in any way for said modifications, and that the terms and conditions that have been modified by the client are rejected automatically without the need to notify the Client.

&KDQJLQJ RU $PHQGLQJ 7KH 7HUPV DQG &RQGLWLRQV

The Bank reserves the right to change any of the terms or conditions found in this agreement or to replace it entirely by posting any such revised content on the Service's webpage, the Client's continued access to or use of the Service shall constitute the Client's acceptance of any such changes.

%DQN 5LJKWV

No failure by the Bank to exercise and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or privilege preclude any other or further exercise thereof. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

7KLV $JUHHPHQW

The agreement, and its terms and conditions supplement any agreement which the Client has executed or may execute with the Bank governing any of the Client's accounts, services or products.

7KH $FFUHGLWHG /DQJXDJH

The Arabic language is the language of interpretation and execution of this agreement. In case of any inconsistency between the Arabic and English texts, the Arabic text shall prevail and shall be the basis of interpretation and execution of this agreement.

7KH &OLHQW	7KH 6DXGL QDWLRQDO EDQN
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6LJQDWXUH	6LJQDWXUH
1DPH	7LWOH
6LJQDWXUH	DWH
'DWH	

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