

1. As used herein: (a) “Bank” means The National Commercial Bank (NCB); (b) “Customer” means a person or entity in whose name an account has been opened with the Bank; (c) “User” is a person authorized by a Customer (and accepted by the Bank) to have electronic access to the Customer’s accounts; (d) “Electronic Banking” means access by a Customer or User (by the use of computer, telephone or other similar electronic device) to the Customer’s account information, banking services, and to any other information made available by the Bank; (e) “Internet Banking” means access to the Electronic Banking service by a Customer or User by the use of a computer (via modem, browser and an Internet service provider “ISP”); (f) “VAT” means 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 (In general, Any words and expressions which have a defined meaning in any VAT laws and regulations enact within the Kingdom of Saudi Arabia shall have the same meaning as in that VAT laws and regulations); (g) “VAT Regulation” means 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; (h) “VAT–Exclusive Consideration” for the avoidance of any doubt and notwithstanding the definition of “consideration ”in the VAT Regulation, and unless otherwise expressly stated in this Agreement, profit margin, prices or other sums payable or 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, NCB will be entitled to recover from the Customer any VAT that NCB is required by law to collect; (i) “GAZT” means the General Authority of Zakat & Tax.
2. Electronic 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 Electronic Banking services 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.
3. The Customer authorizes the Bank:
 - (a) to act on all Electronic Banking instructions received from the Customer or User; (b) to respond to any Electronic Banking inquiry by the Customer or User; and (c) to debit the Customer’s account for any financial transactions processed through Electronic Banking / Internet Banking; and (d) directly and without recourse to the Customer, debit any fees or charges due to the Bank or paid by the Bank on his behalf to any other entity; and (e) authorize a third party to execute transactions on behalf of the Customer . The Customer acknowledges that his attention has been drawn by the Bank and that he has taken notice of the current limitations of technology and the limitations and restrictions on the use of Electronic Banking (including Internet Banking), and that continuing and uninterrupted availability of Electronic Banking services depends on the application of technology and restrictions on use. The Customer hereby releases and discharges the Bank from any and all responsibility in the event that the Customer is unable to use the service for any reason whatsoever.
4. The Customer shall be charged such fees (for enrolment in, and maintenance and utilization of, the various Electronic Banking services) as the Bank may prescribe from time to time. The Bank reserves the right to modify such fees at any time, and shall notify the Customer accordingly in the event of any such modifications. The Customer hereby authorizes the Bank to debit any of the Customer’s accounts with the Bank (or such specific account as the Customer may, from time to time, specify in writing) for any such charges.
5. The Bank reserves the right to refuse, for any reason whatsoever: (a) to provide Electronic Banking service to a Customer or User; and (b) any Electronic Banking instructions or inquiries received from a Customer or User.
6. The Customer shall exercise all possible care to ensure that only the Customer and authorized Users have access to the Customer’s Electronic Banking facilities. The Customer shall be fully responsible for ensuring that he and such authorized Users do not disclose their User identification and security password to any other person or to the Bank, any of its offices and branches, or any of the Bank’s officers and employees. Consequently, the Customer agrees that the Bank, its branches or offices, and its officers or employees, shall not be liable for any claim, loss, expense, delay, cost or damage arising from or in connection with any instruction, request, inquiry or transaction made or effected by means of Electronic Banking where any User identification or password has been or is purported to have been used by unauthorized persons. If any User identification or password becomes known to any third party, the Customer or User shall be obliged to immediately notify the Bank and confirm such notice in writing. The Customer shall be solely responsible:
 - (a) For all instructions and inquiries acted upon and all transactions effected by the Bank in respect of such compromised identification or password until written notification has been duly received and has been acknowledged by the Bank; and (b) for keeping secure and confidential all of the Customer’s account information, instructions and transactions, and any other information which are accessed, downloaded to, or stored on, any computer, telephone, smartphone or any other electronic device. The Customer further confirms, in case of use by the Customer of Internet facilities to access the Bank’s Electronic Banking services, that he assumes full and sole responsibility for any consequences of any unauthorized use or misuse by any party whomsoever of such Internet facility which results, directly or indirectly, in any loss or damage to the Customer or to the Bank.
7. The Customer agrees to provide details of Users and each of the services they may each access by Electronic Banking only on the standard form provided by the Bank for such specific purpose. The Bank will act on instructions to register, amend or cancel the types or extent of services to be made available to a User only if received on the correct prescribed form and signed by the Customer.

8. Any computer, telephone, or electronic device provided by the Bank to the Customer shall, at all times, remain the property of the Bank and will be surrendered to the Bank immediately upon the request of the Bank and in the same condition in which such devices were received by the Customer.
9. The Customer acknowledges and agrees that the Customer does not and will not own any proprietary (including copyright or intellectual property rights) in any software, screens or documentation supplied by the Bank for Electronic Banking, or in any enhancements thereto. The Customer will not make (or allow Users and others to make): (a) any copies of or modifications in the software, screen/s or documentation supplied by the Bank; or (b) any download or transfer of Electronic Banking software from any computer, telephone, smartphone or other electronic device to any computer, telephone, smartphone or other electronic device
10. The Customer may cancel his registration or any of his users at any time by giving a written notice thereof to the Bank. The Bank may, at its discretion, cancel the registration of any Customer or User at any time without need of prior notice. Cancellation shall not affect a Customer's liabilities for any instructions issued, any transactions effected or any Electronic Banking service already in process at the date of such cancellation. Whereas access to AlAhliOnline and AlAhliMobile will be automatically disabled after three unsuccessful consecutive attempts are made by entering wrong username and password combinations or after 90 days of unsuccessful login.
11. The Bank shall not be liable for any loss, damage, cost, or expense whatsoever suffered or incurred by the Customer as a result of any breach of these Terms and Conditions.
12. The Customer shall be solely responsible for any and all telecommunications (including PTT charges) costs, ISP costs and any other costs and charges related to the Customer's use of the Internet to access the Bank's Electronic Banking service.
13. The Customer authorizes the Bank to send notices and communications related to the Internet Banking service via e-mail and facsimile. The Customer shall take all necessary precautions to ensure confidentiality of such messages received by the Customer through e-mail and facsimile, and assumes sole responsibility for any breach thereof.
14. Whenever the Bank's toll-free number (Help Desk) is utilized by the Customer, the Customer, by such use, thereby authorizes the Bank to voice-record all such communications / instructions (including, without limitation, instructions to add beneficiaries) and accepts such recordings as evidence thereof.
15. 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.
16. The Bank reserves the right to amend these Terms and Conditions at any time. The Customer will be notified accordingly. Continued use of Electronic Banking services thereafter by a Customer or User constitutes acceptance by the Customer of such amendments. Any variation by the Customer of these Terms and Conditions must be agreed to in advance by the Bank in writing.
17. These Terms and Conditions supplement (and shall be subject to the respective terms and conditions and/or agreements which the Customer has executed or may hereafter execute) governing each of the Customer's accounts which the Customer accesses through the Electronic Banking service.
18. These Terms and Conditions shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia. The parties hereto irrevocably submit to the exclusive jurisdiction of the Committee for Settlement of Banking Disputes in case of any dispute arising in connection herewith.
19. With respect to investment accounts through Internet and SMS services, you can benefit from AlAhliMobile service that allows you to subscribe, redeem and switch among Investment Funds. Also, it offers you the opportunity to open a new investment account, and subscribe in an investment portfolio that you have not yet subscribed therein, directly through AlAhliMobile without the need for visiting the branch.
20. Additional alternative distribution channels may be introduced later such as AlAhliSMS (or any other alternative to, channel) that will provide subscription, redemption of Investment Funds, and switching among Investment Funds through the Mobile. Prior to subscription in any alternative distribution channels, Funds' terms and conditions should be read carefully and agreed to them to which will be referred thereto in case of any disputes arise. Moreover, the investor should be aware that he will be fully responsible for understanding and awareness of obligations and use features of alternative distribution channels to complete his investment transactions. Besides, the Bank or the Manager or the Fund shall not be considered responsible for any transaction made wrongly, or the inability to approach the service due to communications cut off.
21. If the bank requested for any information relating to your remittance, such information should be submitted within 7 business days maximum. In the absence of positive response, NCB shall not be held responsible for returning any amounts blocked by other authorities and hence, you are not entitled to claim compensation.
22. With regards to the investment accounts conducted online or/and by text messaging services. You may benefit from the AlAhliOnline service, which allows you to apply, withdraw and transfer between the funds. This also grants you the possibility of opening a new investment account and applying to a new investment fund, which you are not subscribed to, directly through the AlAhliOnline channels without the need to visit a branch.

23. All Terms and Conditions, or /and the Agreements and its Annexes and documents signed between the two parties shall apply in regards of any bank product or/and service.
24. The bank shall not be responsible for any transaction or transfer which the Customer has filed in wrong data for the beneficiary. The Bank is entitled to stop or suspend any transaction or transfer that the bank sees it as unlawful or suspicious without any responsibility on the bank part and without any notice to be sent by the bank.
- The customer acknowledges and agrees that the international swift system is applicable to all international remittances executed through the Bank's alternative channels or branches. Therefore, the correspondent bank and beneficiary bank fees will be deducted from the customer's account and deposited to the beneficiary's account.
 - In case of international cancellation of a remittance, the Bank shall bear no liability to pay any fees or exchange rate applied to the remittance after deducting the amount from the customer's account or if the remittance is recalled, as the price is calculated according to Reuters Exchange Rates.
25. The Customer hereby unconditionally and non-revocable acknowledges and authorizes NCB to convert and / or photograph, scan any and all paper documents signed by the client or by his attorney to electronic files immediately even if they are very old documents, without any limitations.
26. In the event of default by the cardholder to settle any amounts payable on his/her credit card on time, such default shall be reflected in the cardholder's record with SIMA, which is may be shared by all banks operating in the Kingdom. In this case, the Bank shall be entitled to add the cardholder to the C-List, which may result in the cardholder being unable to obtain any funding or credit facilities from any bank in the Kingdom.
27. The cardholder shall not be removed from the C-List before all amount payable to the Bank are settled in full, in which event, the card holder's record shall be updated accordingly. However, such update shall not necessarily mean that the cardholder is removed from the C-List.
28. Obtaining and disclosing client's information (SIMA):
- The customer acknowledges that the Bank shall have the right to obtain, disclose, discuss any information with the Saudi Credit Information Company "SIMA" or any other third party the Bank may consider appropriate.
29. Acknowledgment of Electronic Documents Validity:
- Each of the parties to these Terms and Conditions agrees that documents related to their dealings with the Bank shall be stored in electronic records or files, or in any other internationally recognized technological devices, including but not limited to microfilm, and that such electronic documents may be used as valid evidence and proof in arbitration and all courts, committees, government and non-government agencies operating in the Kingdom and abroad, and that neither of them shall have the right to contest such documents as testimony, even if some application of the Saudi Electronic Transaction Law are not yet applied.
30. Passwords: For further protection, the Customer should choose a password consisting of letters, numbers, and not choose a password which can be guessed easily, avoid the use of letters and numbers in a row. The Customer agrees to keep his passwords absolutely confidential and access to the devices that provide restricted authentication codes which are for his use alone. The Customer shall not disclose his username or his password to anyone (including close family member, friends, or any bank or public official).
31. AlAhliOnline and AlAhliMobile services shall be available to the customer around the clock 24/7; however, the Bank shall not be liable for any failure to provide either, in part or fully, for any cause that is beyond his control. In the event the Bank has advance knowledge of any interruption of service, it shall use its reasonable commercial efforts to inform the client in advance. 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.
32. The customer can use the notification services related to AlAhliMobile, which sends to the customer his executed financial transactions regarding all of his accounts and credit cards and any amounts dues, as well as offers and marketing campaigns.
33. The customer can request additional banking products by using AlAhliOnline or AlAhliMobile after reviewing and accepting the terms and conditions of the product to be requested and after confirming the request by using one of the methods approved by the bank such as, but not limited to, "opening an additional account» and "credit card services".
34. The customer can use AlAhliOnline and AlAhliMobile to add a beneficiary for the purpose of money transfers, which requires the customer to activate the beneficiary through the use of another channel, including calling AlAhli Phone (920001000), by receiving an automated call back from the Bank, or using ATMs of the Bank or any other channel that meets the conditions set by the Bank.
35. The customer confirms his/her identity at each login process on AlAhliOnline and AlAhliMobile through Multi-Factor Authentication standard. The customer will be required to use the tools approved by the Bank which cover the security requirements and regulatory requirements adopted by the Bank and SAMA, such as but not limited to «AlAhliToken» and «Biometric Authentication».
36. Using Fingerprint ID to access AlAhliMobile Application; the Customer undertakes that all the registered fingerprints on his mobile device are of his own. The customer is allowed to link a maximum of two devices to access his account. The customer shall not be able to link more than one user on the same device.
37. The customer can use the self-service kiosks available at the branches of the bank by requesting a new or a replacement debit card or any services that may be added by the bank in the future.

38. “Ala Dofaat” Program for AlAhli Credit Cards terms and conditions:

- The Customer can only use his/her existing credit limit to obtain installments. No extra credit is offered with this facility.
- If the Customer is on 5% payment method, he/she must submit the installment request before the due date of the requested transaction. Else, Customer must submit the installment request 4 days before the statement.
- The minimum amount for installments is SR 1,000 per purchase.
- The maximum amount for installments is SR 100,000 per purchase, or 4 plans totaling SR100,000 based on individual credit limits.
- All installment plans must be paid in full before a Customer can change products.
- There is a maximum of 4 installment plans per account.
- Cash advance is not valid for use in any installment plan.
- In the event that the payment method chosen is 100% deduction your installment plan will be changed to a minimum payment schedule.
- The Customer is not entitled to cancel the installment plans at any time during the installment period.
- In case the bank approves the early settlement request for installment plans, the customer must pay the remaining amount in addition to the profit margin.
- The Bank reserves the right to reject any request for installment option without giving reasons and the Bank will not be liable for any claim arising from rejection.
- In the case of a merchant installment plan, the merchant is solely responsible for all obligations and liabilities in connection with the supply of goods/services or any defect or damage.
- Any dispute pertaining to a purchase or the provision of any goods or services lay with the merchant:

1. The Customer must resolve such disputes directly with the merchant.
2. The liability of the Customer and his obligation to make payment to the Bank shall not be affected by any such disputes.
3. The Bank is not responsible for the investigation of or the resolution of any such dispute.
 - The Bank reserves the right without any liability to cancel or suspend the installment option program at any time.
 - In case of a credit card upgrade, all transactions on the old credit card will be transferred to the new credit card including the installment plan.

39. The Bank is committed to protecting the rights and information of the Customer by following the following list of principles:

- Deal fairly and honestly in every interaction.
- Being transparent and provide the Customer with the information required about its products and services that are easy to access and understand.
- Make the Customer aware of the financial risks and opportunities that apply to a product or service before the Customer buys it.
- Work in a professional manner for the benefit and protection of the Customer’s financial interests.
- Monitor and protect the financial assets of the Customer against fraud.
- Protect the Customer financial and personal information and ensure it is not disclosed to third parties.
- The Bank shall give the Customer an easy access to file a complaint through mechanisms that are affordable, accountable, timely and efficient as per SAMA guidelines.

40. The customer should consider the following points when using AlAhliOnline or AlAhliMobile:

- The Bank never sends SMS asking its customers to disclose any confidential information such as account numbers, security numbers of ATMs or log in passwords.
- Always make sure that the web address starts with (https) and that the security symbol (the lock) exists.
- The Customer will never be asked by the Bank employees to provide AlAhliOnline or AlAhliMobile username or password. If a person asks to provide such information, then he is not representing the Bank, and the Customer should not share any information with that person and notify the Bank immediately.
- The Customer should not log into AlAhliOnline from Internet cafés, libraries or public places.
- Our official website address is: www.alahli.com. Only use the link www.alahlionline.com for online banking and do not use any other links or AlAhliMobile Official Application for mobile banking.

41. Where VAT is applicable, the Profit Margin/Charges/Fees or amounts to be provided for under or in accordance with this Agreement 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.
42. Notwithstanding the sub-clause 41 above and if, for whatsoever reason and whether for specific transaction or in general within applying the terms and conditions of this Agreement, the Bank has made any or all of the Charges/Fees or amounts to be provided inclusive of VAT, the Bank 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.
43. In case of discrepancy or conflict between the Arabic version and the English version, the Arabic text shall prevail.
44. All the above shall constitutes the bank's terms and conditions. When accepted via internet, no modification, alteration, amendment, omission or deletion of any part thereof is allowed to be made by the customer. Should any change therein be affected by the customer, the customer acknowledges and confirms that such changes shall be automatically null and void and shall not be binding on, or enforceable against, the bank. Should any such changed terms and conditions be sent by the customer to the bank in hard copy, receipt thereof by the bank shall not constitute acceptance by the bank under any circumstances, and the bank shall not be obliged to notify the customer of rejection.