

## Customer Terms and Conditions for Digital Banking

These are the supplemental terms and conditions which apply to our Digital Banking services (available online and through our Mobile Banking App) to access your Accounts and related services we make available. These supplemental Terms and Conditions are additional to, and form part of, the "Agreement" as defined in the Jordan International Bank PLC Customer Terms and Conditions for Client Accounts. If there is any conflict between these supplemental terms and conditions and the other terms and conditions of the Agreement, the supplemental terms and conditions will apply in respect of Digital Banking.

### 1. Definitions

All definitions used elsewhere in the Agreement have the same meaning in these supplemental terms and conditions. In addition these terms and conditions use the following definition:

<b>Digital Banking</b>	Banking activity provided and performed via Internet browser or the Mobile Banking App.
<b>Mobile Banking App</b>	The mobile banking app we make available for you to access Digital Banking using your mobile phone or tablet device
<b>Security Credentials</b>	The personalised security features by which you access Digital Banking via the Internet browser or the Mobile Banking App.
<b>Password</b>	A confidential sequence of alphanumeric characters used to identify you when you use our Digital Banking service.
<b>Third Party Provider, or TPP</b>	An Account Information Service Provider (AISP) or a Payment Initiation Service Provider (PISP) authorised by law to access information or to give instructions to make certain online transactions for you. An AISP provides online account information services. If you have given them your permission, the AISP will be able to access certain online account information from your account(s) with us and one or more other providers to give you a consolidated view. A PISP provides online payment initiation services. If you have given them your permission, the PISP will initiate any transactions you can make through your Internet banking (for example, payments).
<b>Working day</b>	Any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.

### 2. Digital Banking

Digital Banking is only available to Personal banking clients.

- 2.1. You must regularly check our website and our Digital Banking for messages and notices for users of the service including notification of changes to these conditions under clause 9 below. You must regularly check messages and emails we send regarding our Digital Banking.
- 2.2. In the case of joint Account holders:
  - 2.2.1. All of these conditions will apply to you and all other account holders who hold a joint account with you jointly and severally. This means all of you will be responsible for your account individually as well as together;
  - 2.2.2. Any of you may use Digital Banking but each of you must use your own Security Credentials and not those belonging to another joint Account holder; and

- 2.2.3. Joint Account holders can only use Digital Banking to make a payment where they are able to authorise payments on their own. If two or more joint Account holders are needed to authorise a payment, they will not be able to use Digital Banking to make payments.
- 2.2.4. If your account is a joint account, the actions taken and/or instructions given to us by anyone of you will be binding on the other account holder or account holders without us having to make further enquiries. This includes your original application to the Digital Banking service
- 2.2.5. You should therefore confirm that any other joint account holders agrees that the joint account may be accessed by you through our Digital Banking service before accessing the service
- 2.3. You must have a compatible device running a compatible operating system in order to use Digital Banking and to receive communications from us through Digital Banking. Some Digital Banking features may not be available depending on your computer, mobile device or operating system.
- 2.4. You may not be able to access all the products and services we offer through Digital Banking.
- 2.5. We can restrict access to Digital Banking for any of the reasons set out elsewhere in the Agreement.
- 2.6. We may add products and services you receive (individually or jointly with someone else) from us or certain other third parties to your Digital Banking access.
- 2.7. By using our Digital Banking services, you agree to these terms and conditions which include the terms on which the licence is granted to you (see clause 10 below).
- 2.8. We do not charge you to use our Digital Banking services but you may be charged for making certain types of payments. We may also introduce a charge for Digital Banking in future provided we comply with the terms at clause 9. You can find further details in your Customer Terms and Conditions for Client Accounts. Through using Digital Banking you may incur other taxes or costs that are not paid through or imposed by us. For example, your network operator may charge you for using the internet.
- 2.9. You must not:
- 2.9.1. use Digital Banking for an illegal purpose or for a reason inconsistent with the Agreement (as supplemented by these terms and conditions);
- 2.9.2. incorporate Digital Banking into any service or product you provide and seek to charge others for the benefits they gain from your using Digital Banking;
- 2.9.3. use Digital Banking in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of Digital Banking; or
- 2.9.4. collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

### **3. Our Digital Banking Service**

- 3.1 Our Digital Banking service provides a range of services for you to use subject to these conditions. You can use the Digital Banking service (either directly or through a third party provider) to:
- check the balance on your account(s);
  - view and obtain details of your recent transactions;
  - transfer money between your account(s) held with us (within the same currency);
  - transfer money to another person's account(s) held with us (within the same currency);
  - set up or cancel standing orders;
  - instruct us to send money within the UK in Sterling (maximum daily limits apply as per customer's account); and
  - give notice for withdrawal from your notice accounts (subject to account conditions and may result in fees being applied).

- 3.2. When you give us instructions to transfer money to another account(s) held with us or to make a payment out of your account on a working day before the cut-off times listed below, we will start processing your instructions on the same working day and the beneficiary's account will be credited with the transfer value as soon as practically possible (for Sterling payments within the UK this may be within the same working day or in some cases by the end of the next working day). We will do this by immediately deducting the amount of the payment from your account, subject to cleared funds being available at that time. Your statement will show the payment as being made on the same working day, unless the payment has been requested for a future date. If the payment has been requested for a future date then we will endeavour to process your instructions on that date, if it is a working day. If the future date is not a working day, your instructions will normally be processed on the next working day following the date requested.

Payment Type	Cut off time (on a working day)
Sending money within the UK (Sterling)	4:00 PM
Transfer of money between accounts held with us (Same currency)	4:00 PM

- 3.3. Provided we have not acted negligently, we cannot be held liable for any loss incurred as a result of any delay in payment.
- 3.4. Instructions received after the cut-off times referred above on a working day or on a non-working day will normally be processed on the next working day.
- 3.5. For Notice account withdrawals, we will endeavor to process the withdrawal on the date when the notice period ends (as per the product conditions), if it is a working day. If the end of the notice period is not a working day, your instructions will be processed on the next working day. If a withdrawal is requested before the end of the notice period (as per the product conditions), a fee may be charged and debited from the notice account. We will display the fees that will be charged on Digital Banking when you are setting up the notice account withdrawal request.
- 3.6. You will not be able to make any transfer or payment if the operation of your account has been restricted by us. Where it is possible for us to do so, we will inform you as soon as reasonably practicable by written notice if your account is or is to become restricted by any means.
- 3.7. Not all accounts may be accessed under Digital Banking service. You will only be able to view and manage your account(s). The type of access to your account(s) will depend on the account type.

#### **4. Security**

- 4.1. We will do all we reasonably can to prevent unauthorised access to your Accounts through Digital Banking.
- 4.2. You must take reasonable steps to keep your Security Credentials safe and prevent their fraudulent use. If you do not, we may block your access to protect you and us from unauthorised use, as explained elsewhere in the Agreement.
- 4.3. In particular:
- 4.3.1. You should make sure you log out at the end of your Digital Banking session. As part of our security measures, we will log you out after a period of inactivity. We will also block access if you enter your Security Credentials incorrectly a certain number of times [The Mobile Banking App and our Digital Banking site contain instructions on how to log in again.];
- 4.3.2. If you use biometric identification (such as fingerprint or facial recognition) to open your device and to log into Digital Banking, you should make sure that only your biometric information can be used to open the device, to access Digital Banking and to authorise payments. If you allow someone else to use your device, there is a risk that their biometric information could be used to open Digital Banking and see your Account information, and to authorise payments from your Account(s);
- 4.3.3. You must not use Digital Banking on a device or operating system that does not have supported or warranted configurations, including one which has had the limitations set by your mobile service provider or device manufacturer removed without their approval;
- 4.3.4. You should not use Digital Banking or enter your Security Credentials on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up-to-date anti-virus, anti-spyware software, firewall and security patches installed on it;

- 4.3.5. It is your responsibility to ensure that your device is protected against the transmission of viruses.
- 4.3.6. You should not enter your Security Credentials if someone is able to see those Security Credentials as you enter them;
- 4.3.7. You should not store your Security Credentials on your mobile phone or tablet device;
- 4.3.8. You should memorise your Security Credentials and if they need to be written down then do so in a way that ensures that they cannot be identified by others; and
- 4.3.9. Never tell anyone your security details including our staff.
- 4.3.10. You should delete the Mobile Banking App if you change or dispose of a device that you use to access Digital Banking.
- 4.4. You should be able to use Digital Banking service in most countries but some countries do not allow encrypted data to be sent over a public phone network. You need to check the encryption regulations of the jurisdiction if you are outside the UK. We will not be liable for any loss or damage suffered by you as a result of you not being able to use the Digital Banking service in these jurisdictions or you using the Digital Banking service in contravention of local law.
- 4.5. If you suspect that someone else has tried to access or has accessed your Account(s) through Digital Banking without your permission, you must contact us as soon as possible. We will ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation. Be cautious in your dealings with us. Only respond to emails if you are confident they are from us. Cooperate with us in efforts that we make to ensure that we are not dealing with persons impersonating you.
- 4.6. We strongly advise you not to use Digital Banking on publicly accessible computers, for example in a library or internet café, as they are not always secure. If you must use a public computer take care that no-one can see you signing in, protect your privacy and don't leave the computer unattended while you are logged onto internet banking and change your password the next time you sign in on a secure PC.
- 4.7. If you have a payment account which you can access online, you may give your Security Credentials to a TPP, authorised by the FCA or any EEA regulators, to have access to your account information and/or to make withdrawals/payments from your account, we will not regard that as a breach of these conditions above. However, if you haven't registered for Digital Banking prior to registering with a TPP, you will have first to activate this facility. We will treat any instruction from a TPP as if it was from you and the terms of this agreement will apply. We may deny the access to TPPs if we reasonably suspect that they are not authorised by you or the attempted access is fraudulent. You should notify us immediately as soon as you are aware of any misuse. We will not be liable for any loss or damage if you failed to notify us of any unauthorized Digital Banking access within a reasonable period of becoming aware of it..
- 4.8. You should regularly check your record of transactions and statements and inform us immediately of any discrepancy.
- 4.9. You must comply to all instructions we issue regarding the safe and secure use of our Digital Banking service.

## **5. Upgrades and Availability**

- 5.1. From time to time we may make changes to the Digital Banking service (such as introducing new features or making updates to our Mobile Banking App). Depending on the update you may not be able to use Digital Banking until you have updated your browser or software, or downloaded the latest version of our Mobile Banking App. You may also need to agree to new terms if you want to continue to use Digital Banking.
- 5.2. We may stop supporting Digital Banking on your device or on the operating system installed on your device. If this happens, you will no longer be able to use Digital Banking until you obtain a new device or update your operating system.
- 5.3. The Digital Banking service will be available twenty-four hours seven days a week unless:
  - 5.3.1. we are making changes to our systems. Where we know that access to Digital Banking may be interrupted (for example, due to scheduled maintenance) we will try and give you advance notice, for example by posting a notice to this effect online and/or in Mobile Banking App;

- 5.3.2. we suffer a disruption to our services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason);
- 5.3.3. your internet connection, mobile device or network fails;
- 5.3.4. in the case of the Mobile Banking App, you do not keep it updated; or
- 5.3.5. we have suspended your access to Digital Banking in accordance with our rights under the Agreement.

We will not be liable to you for any loss or damage you may suffer as a result of our failure to provide all or part of the Digital Banking service while we carry out maintenance or updates, or where we withdraw support for a device or operating system as explained above, or for any abnormal or unforeseeable reason or circumstance that is beyond our control and which could not reasonably have been prevented by us, such as the failure of any system or communication network operated by someone else. This includes the breakdown or failure of any clearing system/SWIFT used in connection with the service, the insolvency or default of any participant in such a clearing system or the failure by any other bank to make any payment out or receive money in. You can use alternate channels like calling the Bank for providing instructions during business hours

## **6. Our Liability to You**

- 6.1. We provide Digital Banking “as is” and it is your responsibility to use it in an appropriate way. We may also provide tools that you can use with our products and related services if you want to. We will take reasonable care to make sure that they work as described, but you should not solely rely on them and we will not be responsible if they do not always work as you expect, unless we are liable to you in situations set out elsewhere in the Agreement. You should monitor your Account(s) regularly to check that any tools are operating the way you expect. Our responsibility is to provide the relevant product or service in accordance with the terms.
- 6.2. We will take reasonable care to ensure that any information we provide to you through Digital Banking is an accurate reflection of the information we hold or, if it is provided by a third party (other than an agent acting on our behalf), that it accurately reflects the information we receive. Where information is provided by a third party we cannot guarantee that it is accurate or error free. We will explain when you use Digital Banking if information we provide is subject to restrictions or if we provide it on a specific basis (for example if it is only accurate at a particular date).
- 6.3. We will use reasonable skill and care to ensure that Digital Banking is safe and secure and does not contain viruses or other damaging property for example by incorporating security features into it, however, we cannot guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content.
- 6.4. We will not be responsible for any equipment, software or user documentation which someone other than us produces for use with Digital Banking and any service you use to access Digital Banking or which you access through Digital Banking which we do not control.
- 6.5. If you use Digital Banking outside the UK we will not be liable to you if this does not comply with any local laws. We may block your access to our Digital Banking services if you try to access them from a country that is subject to sanctions (even if you are only there for a short period of time).
- 6.6. We are not liable for any loss or damage incurred in respect of an unauthorised access to any of your accounts if:
  - a) you acted fraudulently;
  - b) you intentionally or negligently failed to take all reasonable precautions to protect your Security Credentials or any device used to access Digital Banking which includes, but is not limited to, not taking the steps set out in clause 4;
  - c) you failed to notify us immediately on becoming aware of unauthorised access to Digital Banking.
- 6.7. When we are trying to recover losses which you or we have suffered as a result of us acting on instructions which you later tell us were not given by you or which were given without your authority, we ask that you co-operate with us and the police. We may disclose information about you or your account to the police, or anybody else, if we believe that it will help prevent or recover losses.

- 6.8. We may refuse to carry out any of your instructions if;
- a) they involve a transaction exceeding a particular value or other limit, which we may impose from time to time unless we agree otherwise;
  - b) we believe there is any appropriate reason to do so, such as a suspected breach of security;
  - c) we believe reasonable doubt exists regarding your identity; or
  - d) we have another legitimate reason for not acting on your instruction.

We will notify you of our refusal where we are able to do so.

- 6.9. Once you have given us an instruction we may not be able to reverse it. If we are reasonably able to do so, we will use reasonable efforts to modify, not process or delay processing any instruction where you request us to do so. We shall not be liable for any failure to comply with such a request unless we were reasonably able and have not used reasonable efforts to do so.
- 6.10. A transaction being carried out is not always simultaneous with an instruction being given. Some transactions may take time to process and certain instructions may only be processed during normal banking hours even though the Digital Banking service is available outside those hours.
- 6.11. We are not liable for any delay or shortcoming by any third party with whom you have accounts or otherwise when they are executing your instructions to them.

## **7. How You Can End the Digital Banking Agreement**

- 7.1. You can cancel or end your agreement with us for Digital Banking and deregister from Digital Banking at anytime by writing to us or contacting us by telephone or visiting our bank. Your right to use our Mobile Banking App will end automatically. You can delete our Mobile Banking App or stop using Digital Banking at any time but if you want us to deregister your Digital Banking access you need to let us know.

## **8. How We Can End the Digital Banking Agreement**

- 8.1. We can end your agreement with us for Digital Banking, and your access to Digital Banking, immediately and without notice if;
- 8.1.1. you seriously or repeatedly breach any of these terms
  - 8.1.2. if accounts or services which you can access through Digital Banking have closed.
- 8.2. We can end your access to the Mobile Banking App, immediately and without notice if:
- 8.2.1. we suspect that your mobile device is not secure or contains, or is vulnerable to, viruses or malicious software;
  - 8.2.2. the manufacturer of your mobile device or operating system withdraws the Mobile Banking App from its app store, or we stop supporting it;
  - 8.2.3. you cancel your registration for Digital Banking;
  - 8.2.4. you do not use it for 12 months. If you want to use Digital Banking again, we may ask you to sign up again.
- 8.3. We can end this agreement by giving you at least two months' notice. We will tell you why we are ending this agreement unless it would be unlawful for us to do so.
- 8.4. If your agreement with us for Digital Banking comes to an end, this will not affect your Agreement with us for your Account(s).
- 8.5. The remaining terms of the Agreement will continue to apply in relation to your Account(s).

## **9. Changes We Can Make**

- 9.1. From time to time we may make changes to these terms and conditions (such as introducing specific charges) provided we give you at least two (2) months' written notice in advance of the change. If we introduce a charge, or increase,

reduce or abolish an existing charge, which relates to electronic payments into or out of your Account, we will give you notice of the change at least two (2) months prior to the change.

- 9.2. We can also make a change that is to your advantage without telling you in advance.
- 9.3. Notice of proposed changes will be communicated to you via the log on page of our Digital Banking Service, through the Mobile Banking App or by post, text message or any method of communication that you and we may agree.
- 9.4. If you do not want to accept the change, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you communicate with us.
- 9.5. If, after the notice period has expired, you have not communicated with us, then we shall assume you have accepted the change and it will take effect automatically thereafter.

## **10. Mobile Banking App Licence Rights**

- 10.1. All intellectual property rights in the Mobile Banking App belong to us. We hereby grant you a non-exclusive right to use the Mobile Banking App but you cannot grant any rights relating to it to anyone else.
- 10.2. You must download only an official version of the Mobile Banking App from an app store where it is available (such as Apple App Store or Google Play).
- 10.3. We are responsible for the Mobile Banking App and its content. Neither Apple Inc., nor Google Inc., nor any other provider has any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.
- 10.4. You must not alter, adapt, copy, reproduce or reverse engineer the Mobile Banking App.

## **11. Contacting Each Other**

- 11.1. If you want to talk to us about our Digital Banking services (for example, if you are having technical problems) you will find our contact details on our website.
- 11.2. We will use the most recent contact details you have given us to communicate with you, in the ways set out in the Agreement. In addition, we may also contact each other through the secure messaging facility in Internet Banking. We may send you secure messages and notifications, so it is important that you check your secure messages and notifications regularly.
- 11.3. If you send us a secure message, we will try to respond as soon as we can.
- 11.4. We cannot deal with all requests by secure messaging. In particular, you must not send us messages relating to payments, transfers or the addition or amendment of personal information. We will let you know if we cannot deal with your request. We also will not respond to inappropriate messages.
- 11.5. You should not use secure message to inform us if you suspect someone knows your Security Credentials, or has accessed Digital Banking without your permission. This is because we do not monitor secure messages continuously. If you need to contact us urgently, please telephone or visit our Bank.
- 11.6. We may keep any emails sent to us or from us for a period of time. We do this to check what was written and also to help with training our staff. We will comply with the current data protection legislation and with the terms of our Privacy Notice.

## **12. Using Your Personal Information**

- 12.1. You expressly agree that we are allowed to access, process and retain your personal information in order to provide the services set out in the Agreement. For more information about how we access, process and retain your personal information please see our Privacy Notice on our website.

## **13. Our Corporation**

- 13.1. The Bank is incorporated as a public limited company in England and Wales with company number 01814093 and

we operate our business from our registered office address, namely Almack House, King Street, London, SW1Y 6QW.

**14. Complaints**

14.1. If you have a complaint with respect to any matter connected with this Agreement, you can contact us using the correspondence provided below:

By Post: Compliance Department  
Jordan International Bank PLC, Almack House, King Street, London, SW1Y 6QW

By Email: [complaints@jordanbank.co.uk](mailto:complaints@jordanbank.co.uk)

By Phone: 020 3144 0200

**15. Governing Law**

15.1. This Agreement is governed by English law.