

## General Terms and Conditions for EGBANK Accounts and Services

1. These terms and conditions specify the Bank commitments towards its customers and the customers' commitments towards the Bank. They shall be applicable to all types of accounts that are opened in local and foreign currencies in any of the Bank branches. Regulations issued by the Central Bank of Egypt (CBE) in this regard and the provisions of the Egyptian Trade Law, the Civil Law and the Central Bank of Egypt Law and their amendments there of shall also apply to this contract.
2. The (Individual Islamic Account Opening) form and the data it includes, terms and conditions shall be the contract between the Egyptian Gulf Bank and the customer for opening and managing the account subject to this contract. This contract is of unlimited duration and shall be terminated according to the termination conditions set forth in this application.
3. These terms and conditions and the amendments thereof shall be considered an integral part of the account opening documents, and the documents related to the banking services provided by the Bank to the customer. The customer has the right to view the Account Opening Form before signing it, and shall be entitled to receive a copy from the form at any time after opening the account. The customer can view the applicable terms and conditions at any time through the Egyptian Gulf Bank website and/or obtain a copy through any of the Egyptian Gulf Bank branches.
4. When the Bank presents the documents, information and contracts regarding any service or product, this includes the full details of the obligations incurred by the customer in return for the provided service or product, accordingly, the customer must therefore be keen to review this information and obligations and to ensure that he/she fully understands them and shall be able to adhere by them before signing any of them.
5. The customer's signature on the account opening forms and applications, subscription to or usage of any of the Bank's services/products and execution of any transaction shall all constitute the customer's acceptance of the terms & conditions governing them as well as any amendments thereto from time to time by the Egyptian Gulf Bank.
6. The customer should always provide complete and accurate information when completing any of the Bank's forms, never conceal any required information that might be in his/her advantage, and by no means provide false details in order to assist the Bank in providing the services appropriate for him/her in the best possible way.
7. The customer acknowledges that the Bank's tariff and its amendments are considered an integral part of these terms and conditions and the customer has the right to review the applicable tariff at any time via the Bank's website and/or through the Egyptian Gulf Bank branches. In case of any modifications, the customer shall be notified in advance via sending a text message, registered letter, email or the call center according to the data registered in the Bank.
8. The customer should not, under any circumstances, provide any details of his/her Bank account or any other specific banking information to any third party. The customer must ensure keeping the debit or credit cards, user name and PIN in confidential and secure locations and make sure that the user name and PIN are not kept in the same place.
9. The customer should update his/her personal information including the contact details (residence and work address, email and telephone number). The update should be on a continuous basis, either upon the Bank request or once any change occurs regarding such data. The customer shall be responsible for the data not provided by him/her to the Bank and what may result therefrom.
10. In the event that the customer discovers any unknown, ambiguous or unidentified transactions on his/her account or suspects that any transaction involves theft, embezzlement, manipulation of accounts or deduction of unauthorized transactions from his/her accounts, the customer should immediately inform the Bank and without any delay.
11. In case the customer fails to comply with these terms and conditions regarding the security and confidentiality of data and the protection of cards and passwords, he/she shall bear full responsibility for any transactions executed without his/her consent and the incurred fees and commissions.

### I. Definitions

- **Bank:** Egyptian Gulf Bank SAE, commercial registration no. 88502 issued by Cairo Commercial Registry office, and all its branches in the Arab Republic of Egypt and any of its successors. The head office is located at 8, 10 Ahmed Nessim St. – Giza Governorate.
- **Customer:** Means the account holder.
- **Account:** Means any account opened with the Egyptian Gulf Bank and this includes all types of accounts.
- **Business Day:** Means any day on which the Bank is open to operate business formally.
- **Card:** Means all types of Debit Cards issued by Egyptian Gulf Bank used to transact over the customer's account(s) locally and/or internationally according to the operating terms and conditions.
- **Cardholder:** Is the person under whose name the card is issued by the Bank and carries out banking transactions through his/her Bank account. It implies both the primary and supplementary cardholders (if applicable).
- **Primary Cardholder:** Is the person who signed this request, and for whom the card account has been opened by the Bank in his/her name, and has the full responsibility and liability towards the Bank for repaying and settling all the financial dues resulting from the issuance and usage of the card, as well as any fees, commissions, and other dues resulting from the utilization of the card whether primary or supplementary which is deducted in accordance to the applicable tariff published on the Bank's website and/or in the Bank branches.
- **Supplementary cardholder:** Is the person for whom a supplementary card is issued as per the primary card holder instructions (The supplementary cardholder age must not be less than 16 years at the date of issuing the card).
- **Card Usage:** Means using the card for withdrawing cash or purchasing goods or receiving banking services using the card.
- **Card Expiry:** Means its period of validity, which is automatically renewed unless there are restrictions from the Bank or written instructions from the customer not to renew it.

- **Commissions, Charges and Fees:** Means various types of fees that the Bank collects against the services and products provided to the customer or which the Bank pays on behalf of the customer, which can be viewed via the tariff published on the Bank's website or through the branches.
- **Mudaraba:** When the Bank accepts the customers' funds under the term of Islamic Mudaraba in which the Bank shall be (Mudarib) and the depositors (Rab El Mal).
- **E-Statement Service:** The E-statement services provided by the Bank and other ancillary services (if found).
- **E-Statement:** An account statement issued in electronic form and sent through the service URL.
- **Mailing Address:** Refers to the address registered by the customer in the Bank for the purpose of receiving the printed statements and correspondences.
- **Call Center:** Means the Egyptian Gulf Bank call center and can be contacted by calling 19342 inside Egypt and +202-19342 outside Egypt.

## II. General Terms and Conditions:

1. The customer declares that he/she is the sole beneficial owner of opening the account and that all funds and transactions on the account are from legal and legitimate sources. The customer declares that he/she is not under any legal incapacity or restrictions to operate his/her accounts.
2. The customer irrevocably and unconditionally declares that all the funds deposited to his/her account by any banking means, whether by him/herself or by any third party, unless objected to the same within 30 days from being credited to his/her account, are considered fully and ultimately owned by the customer and that he/she knows the source of funds and acknowledges its legal and legitimate source.
3. The customer confirms that the given data is true, correct and comprehensive. The customer acknowledges that he/she shall update his/her information within 30 days of any changes that may occur to the data provided to the Bank, upon acquiring another nationality or upon the Bank request. The customer authorizes the Bank or its delegates to verify the correctness of data by any means the Bank deems appropriate.
4. The customer acknowledges that he/she has fully and properly disclosed at his/her own risk his/her status in regards to holding US nationality or permanent residency in the United States as well as for all the data that may refer to the American identity. The customer undertakes to immediately inform the Egyptian Gulf Bank in writing upon the occurrence of any change to his/her data or immediately after obtaining US citizenship or Green Card (if he/she did not acquire it at the time of opening the account), and undertakes to complete and provide all the data and documents that may be required by the Egyptian Gulf Bank to fulfill its obligations towards the application of US Tax Law (FATCA). The customer also acknowledges his/her responsibility for all of the above-mentioned with no liability on the part of the Egyptian Gulf Bank.
5. The customer acknowledges that he/she approves and permits the Egyptian Gulf Bank to disclose any data or information relating to all types of his/her personal accounts, any funds deposited in the Bank whether to individual or joint accounts and/or all types of incompetent person(s) accounts operated and managed by the customer in his/her capacity as (guardian/custodian/curator/grantor) whether these accounts are independent or joint to any relevant authority in relation to the implementation of FATCA whether this authority is local or foreign and grants permission to this authority to exchange the said information with third parties for the purposes of FATCA enforcement.
6. The customer acknowledges that he/she is aware of and knows that the Egyptian Gulf Bank is not authorized to provide advice or tax information, both with respect to the application of FATCA law or any other tax law, and that if he/she has any queries or terms that require clarification regarding FATCA then he/she should refer to his/her tax advisor without any responsibility on the Egyptian Gulf Bank.
7. This account and its sub-accounts are subject to expenses and fees including account opening fees, minimum balance commission, fees of issuing paper based statements and account annual maintenance fees. These fees, charges and commissions are deducted in accordance with the Bank's applicable tariff, which can be accessed through the Bank's website or through our Bank branches.
8. In case of applying any change to the fees and commissions, the customer shall be notified in advance via sending a text message, registered letter, email or the call center according to the data registered in the Bank.
9. The customer acknowledges his/her commitment to pay all fees/charges/commissions due to the Bank and suspended on the account, and not to breach any term of the contract and that in case he/she does not comply with the above, the Bank has the right to take the necessary towards closing the customer's account.
10. The customer acknowledges that being exempted from expenses or commissions for one or more banking services or transactions does not cancel the Bank's right to collect them for similar banking services or transactions thereafter.
11. Return on credit balances will not be paid for the current account except after obtaining prior approval from the Bank. In this case, the Bank shall accept the customers' funds under the term of Islamic Mudaraba in which the Bank is (Mudarib) and the depositors (Rab El Mal) and the profit (investment return) is distributed in ratio between the customer ..... % and the Bank ..... %
12. The Bank has the right to cancel/change the privileges granted to the special segment customers, for example but not limited to Prime, Private or others in case his/her balances fall below the stated limit or if one of the conditions of such segments does not apply in due course, which may include for example but not limited to the commissions, charges and the granted services, this can be viewed through the Bank's website or through our Bank branches. The Bank also has the right to amend or cancel the applicable interest rates if the customer's balances fall below the limit stated in the tariff.
13. In case the customer wishes to transfer his/her account to another branch or close the account subject of this contract, the Egyptian Gulf Bank shall deduct the fees and expenses associated with the transfer or closure of the account in accordance with the contract terms and the applicable tariff in due course and that can be accessed any time through the Bank website or through our Bank branches.
14. All the notifications and correspondences sent by the Bank to the customer according to the customer's data registered in the Bank books are considered correct unless the customer informs the Bank of its change as soon as it occurs via registered mail. All the Bank's correspondences are deemed delivered to the customer once sent by mail/registered mail/sms/email - as per the customer's data registered in the Bank as advised by him/her – and the Bank's books, documents & other means are considered a proof of sending these correspondences, their content and the associated legal effect without any objection from the customer.

15. This contract including all terms and conditions of using Bank services are subject to the Arab Republic of Egypt laws. Any dispute arising from their interpretation or implementation shall be examined by competent courts in all degrees in Egypt.
16. These terms and conditions have been drafted in Arabic and English languages and in case of any contradiction between the two texts, the Arabic version shall prevail.

### **Third: Terms & Conditions of Operating the Account**

1. The customer undertakes to abide by all terms and conditions of dealing over the account and acknowledges his/her commitment not to use the account/ his personal accounts in executing any commercial transactions.
2. The Bank keeps and protects the confidentiality of the customers' personal and financial information and adopts the confidentiality policy in regards to the customer and the account itself in accordance with the Central Bank of Egypt law. The customer authorizes the Bank to disclose some or all of his/her personal data or the data related to his/her transactions as per the applicable laws and regulations in case of any legal action by the Bank against the customer to restore or establish its rights in case of any legal dispute arising between the Bank and the customer regarding these transactions. The customer also agrees and authorizes the Bank to disclose all his/her data in case of any legal order under the Egyptian law or to enable the Bank to comply with any applicable regulatory requirements or to enable the Bank to provide any services and products in accordance with its regulations.
3. The customer authorizes the Egyptian Gulf Bank to conduct all the necessary investigations on his/her account(s) held with any of the Banks operating in Egypt or in any country abroad and for this purpose, shall be allowed to collect any requested data.
4. In case the customer does not fulfill all documents required by the Bank as per its internal policy and procedures, the Bank shall have the right, at its own discretion, not to accept operating on this account at any time without giving reasons.
5. In case the Bank refuses to open the account to the customer at its sole discretion and in accordance with the applicable policies and procedures in this regard, the customer shall have the right to reclaim only the original documents submitted by him/her to the Bank (If any) at the time of requesting to open the account, and within a maximum period of two months from the date of submitting the request. In case the customer does not visit the Bank to receive these documents within the mentioned period, then he/she shall lose the right to reclaim any of these documents for good and this shall be considered as authorization from the customer to the Bank to destruct such documents in accordance with the Bank's procedures in this regard. In case the customer requests to know the reasons for rejecting his/her request, the Bank shall accept or reject the customer's request at its absolute discretion.
6. In case the customer has any complaint, he/she is entitled to submit the complaint to the Egyptian Gulf Bank through any of the means of complaints' filing. The complaint shall be responded to within a period that does not exceed fifteen working days from the date of its receipt (except for complaints related to transactions with external parties, the customer will be notified of the period necessary to study the complaint according to the nature of the transaction subject of the complaint) and in case the customer does not accept the content of the response, he/she has the right to re-submit the complaint including the reasons for not accepting it within 15 days of receiving the response, and in case the customer does not accept the final Bank response to the complaint, he/she shall have the right to escalate the complaint to the Central Bank in accordance with the applicable regulations in this regard. The customer should not submit his/her complaint directly to the Central Bank before referring to the Egyptian Gulf Bank. The customer can view the means, rules and detailed procedures of filing complaints on the Bank's website or by referring to any of our Bank branches.
7. The customer should ensure maintaining the cheque book issued by the Bank in a safe place and shall be responsible for all the consequences that may result from the loss, theft, forgery or illegal use of these cheques. The customer also undertakes to immediately notify the Bank in writing in the event of loss of any cheque(s).
8. The Bank accepts cheques' stop payment in cases of loss, theft, bankruptcy of the holder or for any other reasons that the customer may deem. The stop payment action shall be carried out under the full responsibility of the customer. In such case, the cheque amount shall be blocked until obtaining a declaration signed by the customer (drawer) and the beneficiary attesting that the cheque has not been endorsed and that the beneficiary has obtained its value.
9. The Bank informs the customer with a statement of his/her account balance (whether in the form of an e-statement/paper statement) within maximum period of every three months according to the Central Bank law requirements, and this statement reflects the transactions that were performed on the customer's account during the account statement period. In case objection is not received from the customer for the balance or the transactions shown in the account statement via a registered letter along with the acknowledgment of its receipt or via a written objection submitted to any branch within thirty days from the date of notifying him/her with the balance, the customer shall be considered to have agreed to the correctness of what is stated in the statement of account unless the opposite is proven. The paper statements are considered to have been received by the customer as soon as they are sent through the mail to the last address registered in the Bank by the customer, and the e-statement sent to the customer are considered to be received at the same time as they are sent.
10. All correspondences with the customer shall be in Arabic and/or English, through the available means of communication, including but not limited to: registered letters - account statements - sms – call center – phone calls.
11. The Bank is entitled, at any time, to close the customer's account(s) upon its sole discretion and without providing any reasons and the Bank shall be exempted from any financial obligation in respect to the closed account by issuing draft cheque(s) with the net balance at account closure after deducting any amounts due from the customer in favor of the Bank, and sending a letter to the customer by registered mail to the latest address the customer has provided the Bank with in order to visit the branch holding the account & receive the draft cheque without any responsibility on the Bank. The Bank may take any procedure to close the account if the Bank believes that the customer has provided at any given time false/incomplete data, or if the account is used illegally or if the customer breaches any of these terms and conditions.
12. The customer has the right to close the account at any time by submitting a written request to the Bank provided that:

- Any due balances are paid to the Bank before account closure.
- Account closing fees are paid as per the announced tariff in due course.
- All unused cheques are returned. If the customer is not able to return them, he/she shall bear any losses or damages resulting from the misuse of such cheques.
- Returning all credit and debit cards issued on the account to the Bank.

The Bank shall execute the customer's request within five working days, except in the special cases that may delay the execution of the request such as but not limited to any of the above mentioned.

13. The customer should - in case any change occurs to his/her address registered in the Bank - notify the Bank within 30 days from the said change.
14. The customer agrees to the Bank's right to accept or reject this request. In case the request is accepted, the customer authorizes the Bank to deduct from his/her account all the fees and commissions related to the services which he/she has chosen in accordance to the announced tariff on the Bank's website and in the Branches. In case the customer requests to know the reasons for rejecting his/her request, the Bank shall accept or reject the customer's request at its absolute discretion.
15. Withdrawal from this account shall be carried out either by a cash withdrawal receipt signed by the customer proving the direct receipt of cash or by cheques that customer draws on the Bank (from the cheque book given to him/her by the Bank). Noting that in case of cash withdrawal over the counter with an amount less than the minimum specified by the Bank, the customer shall be charged with fees, where the fees and the minimum specified shall be determined according to the Bank's announced tariff.
16. The customer authorizes the Bank to deduct automatically any amounts that have been credited to the account by omission or error and the customer authorizes the Bank to overdraw his/her account in case the balance is insufficient to take the said action where notifying the customer shall be by posting the transaction and displaying it in the account statement.
17. The customer declares and agrees that in case he/she does not use his/her account for a period of 12 months, then the account status will be converted to dormant, and the Bank shall have the right to deduct from the account extra monthly charges in addition to any other commissions and charges in accordance to the announced tariff till the account is reactivated by visiting the branch, updating the data and signing the documents required to activate the account.
18. The Bank shall not be liable for any losses resulting from the mail services, whether due to late presentment of payment orders or instruments, or in case of failure to submit them or request their collection or provide notice of non-payment or refusing to pay any amount and the Bank is entitled to recover any amount paid in advance and whose value is not collected.
19. The customer acknowledges that the Bank and its correspondents shall be exempted from all responsibility related to the delay in presenting or raising a protest for non-payment of any negotiable instrument deposited by him/her for collection or for discount. The customer further exempts the Bank from any responsibility that may be incurred as a result from initiating any legal action to enforce the debtor to pay - in due time - of all such negotiable instruments submitted to the Bank for collection, guarantee, pledge or any other cause whatsoever. The customer also undertakes to bear all fees, expenses and legal penalties inflicted to the Bank and to pay them immediately to the Bank and the Bank's documents will be considered full proof against him/her.
20. The customer authorizes the Bank to deduct from his/her account all the expenses resulting from this account such as account opening fees, annual fees, postage, SWIFT, insurance and fees and expenses arising from mortgage contracts & their registration and any other related expenses according to the applicable Bank tariff.
21. The customer delegates the Bank to carry out all banking operations such as collection of cheques, commercial bills, coupons, buying and selling stock exchange shares, the opening of documentary credits, the sale of merchandise on his/her behalf; also the customer delegates the Bank to initiate the protest for non-payment of cheques and commercial bills and to register them to the account and to execute all necessary accounting entries or to re-execute them to ensure that the accounts are in order. All instructions to or from the Bank concerning these operations and others are considered as enforcement for the execution of this delegation, which remain valid as long as the account is opened and under the customer's full responsibility.
22. The customer authorizes the Bank to debit his/her account(s) at any of its branches with all the presented commercial bills, guarantees, cheques and all withdrawals debited or covered or purchased by him/her and bearing his/her signature.
23. For the transactions in foreign currency other than the currency of the account, the customer declares his/her agreement to bear all the risks of the exchange rate fluctuations between the date of withdrawal/disbursement and the date of payment/settlement and that the Bank is not responsible for any loss that may arise from the change in exchange rates.
24. The customer declares and agrees that if he/she holds an account with the Bank in any currency other than the Egyptian Pound, the US Dollar or the Euro, the Bank shall not be obliged to pay in the same currency unless this currency is available. The foreign exchange rate is determined according to the Bank announced rates on the date of payment.
25. If the customer holds more than an account with the Bank in any of its branches (the original account and its subsidiary accounts), then he/she agrees to consider them all one unit and authorizes the Bank to deduct from his/her credit accounts any amounts in order to pay the Bank dues, so that the customer shall not be entitled to any credit balances except after settling all accounts, whatever they are and in any currency and after paying all debts due to the Bank whether principal, interest, expenses or any other dues.
26. The customer has the right to offset or settle his/her accounts at any time, except where the account is pledged in favor of the Bank, dormant, or withheld or if there is any legal reason to restrict conducting the account.
27. In the case of customer's death or loss of his/her legal capacity the Bank does not bear responsibility for any losses that may arise from any transactions related to the account unless the Bank receives written notification accompanied with documents that are considered legally accepted.
28. Any power of attorney or delegation issued by the customer whether general or special, before or after opening the account(s), if it will allow the attorney or the delegated person to act upon the customer's account(s) shall remain in effect until he/she notifies the Bank in writing otherwise.



29. The Bank may, without any obligation, authorize any delegation or power of attorney authenticating the customer's signature that has been issued from the official authorities of any country or correspondent banks, even if the customer's signature is not identical to the specimen held with the Bank.
30. In case of cancellation of power of attorney(s) issued by the customer, he/she must notify the Bank by submitting a written request or by a registered letter (registered mail). The cancellation instructions will not apply except one working day after receiving the cancellation instructions in the branch that holds the account. The Bank shall not be responsible for any transaction(s) performed before that date.
31. The customer irrevocably and unconditionally authorizes the Bank to record all call conversations made through the call center in order to serve as a final and conclusive proof that cannot be objected.

#### **Fourth: Terms & Conditions of Saving Accounts / Current Investment**

1. The above mentioned terms, conditions and definitions and any subsequent amendments made to them are considered an integral part of the terms and conditions for the savings / current investment account.
2. The Bank accepts the depositors' funds under the term of Islamic Mudaraba in which the Bank shall be (Mudarib) and the depositors (Rab El Mal).
3. The profit (investment return) is distributed in ratio between the customer ..... % and the Bank ..... % (for the minimum amount required) in the same account currency at the end of each cycle after the final settlement of profits according to the actual results during the distribution period and according to the Bank's announced rates in due course.
4. The Bank announces - on regular basis – any modifications in the profit distribution ratio between the Bank and the customer in the Bank's branches, via Bank's website, sending a text message, registered letter, email or the call center according to the data registered in the Bank, where the modification shall be binding to the customer once announced on the Bank's website.
5. Credit rate is calculated on the lowest available balance during the month and the return is credited on the first working day of each month.
6. The investment of the account balance shall be automatically renewed unless the customer notifies the Bank with his/her unwillingness to renew.
7. The customer as (Rab El Mal) shall bear the loss unless the Bank as (Mudareb) is proven to misconduct or violate the terms of Al Mudaraba, in this case the Bank (Mudareb) shall bear the loss.
8. In case the customer requests to close the account before the date of profit distribution, profits will not be calculated for the month in which the account was closed.
9. Cheque books can be issued on the Current Investment Account.
10. The investment period is calculated according to the type and conditions of the account.

#### **Fifth: Terms & Conditions of Financial Services**

##### **(1) Terms of Using The Debit Card**

1. The customer should review these terms and conditions as they include the full details in regard to customer's obligations resulting from obtaining our Bank's debit card and how to use it. The customer must also ensure that he/she fully understands them and that he/she shall be able to adhere to them before signing them. The customer's signature on this application is considered an explicit approval from him/her on all the terms and conditions and provisions stipulated in it and this declaration is final and irrevocable now or in the future for any reason or in any capacity whatsoever, and remains valid even after the closure of the account(s) with the Bank. The customer also declares his/her approval that the Bank has the right to amend any or all of these terms and conditions at any time, where he/she can review the applicable terms and conditions at any time through the Egyptian Gulf Bank's website and can obtain a copy of them through any of the Bank's branches if requested.
2. Issuance and use of the debit card and the supplementary card(s) is subject to expenses and fees which include issuance/re-issuance fees, and renewal fees, in addition to any other fees related to the debit cards in accordance with the Bank's applicable tariff, which can be accessed through the Bank's website or through our Bank branches.
3. In case of applying any change to the fees and commissions, the customer shall be notified in advance via sending a text message, registered letter, email or the call center according to the data registered in the Bank.
4. The customer agrees with his/her consent and commitment to (pay/authorize the Bank to deduct) all fees and commissions associated with the service from the account as per the announced tariff in due course.
5. The customer agrees that the Bank shall deliver the card through the courier company that provides the mailing services to the Bank. He/She also acknowledges that providing his/her Identification Document No. (National ID for Egyptians & Passports for Foreigners) and signing the receipt to the mailing company shall be considered as acknowledgement of receipt of the card in person.
6. Once the customer receives the card, he/she should activate it by contacting the Call Center.
7. The customer is absolutely & unconditionally responsible towards the Bank for all the expenses & liabilities resulting from the issuance, renewal, replacement and/or usage of the primary and supplementary cards as well as all the consequences of loss, damage or misuse of the card.
8. The customer should feed his account with sufficient balances to cover the Bank's deduction of expenses & liabilities arising from the use of the card. The customer accepts to deduct the value of the card usage immediately from his account balance.
9. The Bank is not responsible by any way if any entity rejects the card in the dealings.
10. In case of withdrawing amounts that lead to overdrawing the account linked to the card for any reason whatsoever, the customer shall be committed to settle this balance immediately. In case of non-payment, the customer authorizes the Bank to deduct from any of his/her credit accounts or guarantees in his/her name in the Bank such as sukuk time deposits, certificates of deposit, investment accounts & others, without notifying or informing the customer or obtaining his/her approval.

11. The Bank is not responsible for any disputes that may arise between the cardholder & merchants regarding the various goods & services obtained via the card. In addition, if the merchant issues a refund voucher for the total or partial amount of the sale transaction made using the card, the Bank shall not credit the account with any refunded amount unless the Bank receives its value from the acquiring Bank.
12. The Bank has the right to set limits for the card use (withdrawals/ purchases) outside Egypt. If such limits are changed, the Bank will notify the customer through the Bank's website or via sending a text message, registered letter, email or the call center according to the data registered in the Bank.
13. It is agreed between the two parties that all the transactions performed by using the card inside Egypt are in Egyptian Pounds and shall be immediately deducted from the account balance. As for all the transactions performed using the card outside Egypt (in different foreign currencies), they shall be evaluated in Egyptian Pounds at the exchange rate announced by Master Card at the settlement date and posted to the account in Egyptian Pounds or in the same foreign currency as deemed appropriate to the Bank. The customer is responsible of the differences in the exchange rates arising from the evaluation determined by Master Card as well as the applied charges announced by the Bank and card limits set for card usage outside Egypt.
14. The transactions carried out using the card through the Point of sale or ATMs using the pin code as well as the transactions where the customer uses the contactless card service without the pin code are the absolute responsibility of the customer and is not entitled to recourse to the Bank in case it was proved that there is negligence from the customer. Therefore, the customer should refer to the Bank's website to review the precautions and rules of dealing with electronic cards before using the card.
15. The cardholder is responsible of the safety of both the card and PIN and not to keep them in the same place. In case of loss/theft of one or both of them, the cardholder should immediately stop the card by contacting the call center and then confirm his/her instructions by submitting a written request that explains the incident details. The customer shall bear all the amounts resulting from the use of the card from the date of loss or theft until the Bank receives the stopping request. If found, the cardholder undertakes not to use it and return it to the Bank immediately to be damaged. The customer must submit a request for re-issuance of a new card and /or PIN and this request shall be subject to fees according to the announced Bank tariff in due course.
16. In case of manipulation of the customer's account or theft or loss of the card(s) issued to the customer by the Egyptian Gulf Bank:
  - **The Egyptian Gulf Bank shall be responsible:**  
For the transactions performed after being officially informed in accordance with the approved means of notification (contacting the call center and confirming this via submitting a written request) of account fraud, theft or loss of the card(s), the Bank will refund any amounts/charges that have been deducted, unless if proved by Bank systems and records or the service provider that the transaction was authorized by the customer or by deception from him/her.
  - **The customer shall be responsible:**
    - a. If the Bank is assured that the customer has not taken precautionary measures and exerted the necessary efforts to safeguard the cards issued to him/her and all information related to his/her accounts, including but not limited to the pin codes and passwords of the banking services issued to him/her on the account.
    - b. Failure of the customer to immediately report the occurrence of fraud in his/her accounts or the loss or theft of Bank cards issued to him/her.
17. The Bank is entitled to suspend the card use or cancel it at any time while notifying the customer.
18. The customer must verify the correctness of cash and purchase transactions by reviewing the account statement or mini statement/account balance through the ATMs located inside and outside Egypt/messages sent from the Bank to the mobile no. registered in the Bank. In case of objecting any transaction, a written charge back request must be submitted to the Bank along with supporting documents (if any) within the charge back time frame which is determined according to the type of transaction and the network through which it was performed. The customer can know the applicable time frame either by contacting the call center or by visiting the nearest branch. Not submitting a charge back request within the time frame shall be considered as an approval for the transaction and it cannot be disputed after the granted time frame. Also, the Bank shall not be obliged to credit the value of the disputed transaction unless its value has been credited from the acquiring Bank. If the customer's right to claim is not proved, the card account shall be charged with fees according to the Bank's announced tariff in due course.
19. The cardholder must sign on the purchases vouchers and cash advances when using the card and keep a copy of them. In case the cardholder signature is not necessary on the voucher, this shall not exempt the customer from his/her obligation towards the Bank for paying its value if the card imprint is found, the card was registered electronically in the machine. The value will be deducted from the account.
20. The customer is entitled to cancel the card(s) issued on the account by submitting a written request and returning the card(s) to the Bank, where his/her obligation remains valid towards the transactions made by the card till the cancellation date and settling the card cancellation fees as per the announced tariff in due course. The Bank shall execute the customer's request within 5 working days, except in the special cases which may require additional procedures that may delay the execution of the request (including but not limited to the payment of any amounts due to the Bank before the card is cancelled).
21. The Bank shall not be responsible of any loss incurred by the customer if he/she is unable to obtain any service(s) for any reason beyond the Bank's control for example but not limited to force majeure, electricity breakdown, and/or outage of systems.
22. The card is owned by the Egyptian Gulf Bank and is considered as a consignment at its bearer. The cardholder commits to return it to the Bank upon the Bank's request.
23. The customer authorizes the Bank to renew the card upon its expiry without having to obtain the customer consent. The customer has the right to cancel the renewal by notifying the Bank in writing at least two months before the card expires.
24. In case of using the Egyptian Gulf Bank debit card on the Internet, the customer shall be responsible for protecting his/her data, the card data and to perform the transactions with the well-known stores through secure electronic devices and the customer should verify that the websites through which the operations are carried out are safe. The customer should refer to the Bank's website to review the precautions and rules of dealing with electronic

cards before using the card. The customer acknowledges that the Bank shall not be liable for any damages or losses that may be incurred by the customer in the event of any negligence from the customer or due to service failure for circumstances beyond Bank control.

25. The Bank shall have the right at any time and without any responsibility to suspend the use of the card temporarily, not to renew the card or re-issue it if the Bank has any suspicions that the card is misused according to reports received by the Bank or as a result of not being able to prove the validity of the transactions with the account holders especially if suspicious transactions have been received from high risk classified countries or whatever reason(s) deemed appropriate to the Bank in its own discretion.
26. In case of travelling abroad, the cardholder has to notify the Bank through the call center or by visiting the nearest branch. If the customer fails to notify the Bank, the Bank shall have the right to stop the card usage abroad.
27. It is prohibited to use the card in any illegal transactions, including any goods/services prohibited by the Egyptian law.
28. The customer declares his/her compliance with all the terms and conditions of the cards issued to him/her by the Egyptian Gulf Bank as well as the cash withdrawals limits set by the Bank. The customer shall acknowledge to use the card for personal purposes only in both cash withdrawals and purchases and not to use it for any commercial purposes or for financing of trade. The customer also declares that the card will not be used by any other person except its original holder and declares that the Egyptian Gulf Bank shall be entitled to stop or cancel his/her cards or take whatever actions it deems appropriate at any time in case of the customer's breach of any of the aforementioned. All the above mentioned shall be an integral part of the card issuance request.
29. In case the Bank finds that a debit card was previously issued to the customer, then this request will be considered as a re-issuance request for the card.

### **(2) Terms related to the Self-Selected PIN Service**

1. The Self Selected PIN service is applicable to Debit Card Customers.
2. After receiving and activating the card through the Call Center, the customer shall create PIN number through one of the Bank ATMs by following the below procedures:
  - Once the customer inserts the card in the ATM, he/she will be shown a screen containing several options where the customer selects “change PIN” option and enters four digits PIN number created by himself.
  - The PIN number shall be automatically saved in the system so that the customer can use the card once the steps of creating the PIN have been completed.
3. The customer may, at any time, change the PIN number through any of the Bank's ATMs and in case the customer forgets the PIN number, then he/she must submit a written request in one of the Bank branches and in this case a printed PIN will be issued which is subject to fees as per the announced tariff in due course.

### **(3) E-Statement Service**

1. In case the customer chooses the e-statement service, this service is provided monthly free of charge in accordance with these terms & conditions, and in case of any change in the fees of this service the customer shall be notified via sending a text message, registered letter, email or the call center according to the data registered in the Bank that there is change in the Bank tariff which can be accessed via the Bank website and in the Bank Branches.
2. Once the customer subscribes in the e-statement service, the Bank will send a short message to his/her mobile number registered in the request notifying him/her with the URL through which the service is provided and requesting him/her to contact the call center to receive the One Time Password (OTP).
3. Once the customer logs in to the URL, he/she will be requested to change the password as a mandatory requirement.
4. If the customer does not receive the sms/forgets the password, he/she should contact the call center to issue sms with a new password.
5. The customer is responsible to provide a correct and active mobile phone number. The Bank shall not be liable for non-receipt of the e-statement service due to incorrect or invalid or changing the mobile phone number provided by the customer.
6. By subscribing to the e-statement service, the customer will be deemed to have agreed to the discontinuation of receiving the statement of account in its paper form.
7. The e-statement is issued on monthly basis and the customer is obliged to log in to the URL to review it.
8. The customer declares that the e-statements shall be conclusive evidence for the correctness of his/her accounts' transactions and balances at the Bank unless the customer objects via a registered letter accompanied with an acknowledgment of receipt or via a written objection submitted to any branch within a period of 30 days from the date of issuing the statement.
9. The Bank shall not bear any responsibility for delay in transmitting the e-statements for reasons beyond its control or for breakdowns related to electronic or telecommunication networks.
10. The e-statement is sent to the customer's mobile phone registered in the Bank and the customer shall be fully responsible to secure his/her phone. The customer exempts the Bank from any damages that may be incurred - directly or indirectly - as a result of not securing his/her phone which may lead to any damages, including but not limited to manipulation of the data included in the electronic statement.
11. The customer acknowledges and agrees that the storage of information – which includes but not limited to: password, account data, account balances, transaction details and any other information stored in any of the customer's personal devices - shall be at his/her own risk. The Bank shall not be responsible for the disclosure of such information to third parties.
12. The e-statements sent to the customer shall be deemed to be delivered at the time of sending them to him/her irrespective of being reviewed by the customer or not.

13. The customer may at any time request to receive paper statements through any of our branches and the request will be subject to charges according to the Bank tariff in due course.
14. The customer agrees that the Bank may, in its sole discretion and at any time, refuse to provide the service to the customer or terminate his/her use of the service with providing reasons for that if possible.

**(4) Paper Based Statement Service**

1. In case the customer chooses the paper based statement service, this service is provided quarterly noting that the customer has the right – at any time during this period – to obtain paper statement by visiting the nearest branch against fees in accordance with the applicable tariff in due course and which can be viewed through the Bank’s website or through our branches.
2. The paper based statement service is subject to fees and charges in accordance with the applicable tariff in due course and which can be viewed through the Bank’s website or through our branches. In case of any modifications, the customer shall be notified in advance via sending a text message, registered letter, email or the call center according to the data registered in the Bank.
3. The customer may at any time request to stop the e-statement service and activate the paper based statement by submitting a new request specifying the correspondence address in which he/she wishes to receive them or requesting to hold the mail in the Bank. The customer must give the Bank at least 10 working days’ notice to execute this request, where the customer’s account(s) statement shall be subject to charges according to the Bank tariff in due course.
4. Holding the mail in the Bank includes any advices, correspondences, returned documents or commercial papers and is subject to the Bank fees and commissions in accordance with the announced tariff the customer is committed to visit the Bank periodically (maximum every 3 months) to receive his/her correspondences. The customer shall lose his/her right to claim compensation for any damage that may be incurred due to keeping the correspondences in the Bank or not receiving them in the appropriate time.