

**GENERAL TERMS AND CONDITIONS**

I/We hereby agree that the terms and conditions set out below are applicable to any Account (s) previously opened or which you may open in the future at my / our request, and in respect to any banking services offered to me by the Bank, even if such Accounts are opened in my name, when I obtained any facilities, loans, or banking services notwithstanding their types and names in so far as they do not conflict with the contracts/ special and general conditions of such contracts or services.

**A. Definitions:**

<b>“Retail Portfolio”</b>	Any banking service provided by the bank to an individual or a group of related customers.
<b>“Credit Card”</b>	A card that entitles the customer to withdraw a certain amount of funds or purchase goods or services without having a sufficient balance in their account, whether the customer is required to repay the full utilized balance by the due date or to pay a percentage of this balance as specified in the contract, with interest/return calculated on the outstanding unpaid balance.
<b>“Bank”</b>	Capital Bank, the owner of the Capital Bank trademark, including any of its branches.
<b>“Account”</b>	The Account opened with the Bank at any time by the Customer and/or whom he authorizes for such purpose, in local and/or any other foreign currency, whether interest-bearing or non-interest-bearing.
<b>“Customer”</b>	A natural or legal person who has obtained, used, or will obtain any of the banking services.
<b>“Authorized Person”</b>	the person authorized by the customer in the Account Opening Application, under a duly certified power of attorney, under an internal authorization subject to the Bank’s internal procedures, or otherwise to enable him to conduct any action (s) related to the Account.
<b>“Deposit”</b>	It is the amount deposited with the Bank when the Account is opened and/or the balance amounts to the Account from time to time.
<b>“Account Opening Application”</b>	Any authorization form/application (whether described as an Account Opening Application or otherwise), under which the bank opens an Account for the Customer.
<b>“Joint Account”</b>	Any Account is opened in the name of more than one person.
<b>“Business Day”</b>	means any official working day on which the Bank is open for business and provides its services.

<b>“Capital Electronic Services”</b>	The Banking Services offered by the Bank via the Internet, which are approved by the Bank and enable the Customer to conduct and undertake such transactions through using personal computers or electronic communication devices, and the drivers to either one of them.
<b>“Customer User ID”</b>	Personal Identification Number assigned to the Customer by the Bank for using the Electronic Services.
<b>“Access Password”</b>	Password issued to the Customer by the Bank for the purposes of using the Electronic Services.
<b>Password of Financial Transactions and Payment Orders”</b>	A password issued to the Customer by the Bank for the purposes of using the Electronic Services, particularly those services related to transactions and payment orders.
<b>“ATM”</b>	An automated teller machine or any “Card” operated machine or device, whether belonging to the Bank or other participating banks and financial institutions that accept Cards which are renewed by the Bank from time to time.
<b>“Card”</b>	Mastercard and/ or Visa Card (Credit or Debit) of all types issued by the “Bank” to the “Cardholder” and includes any Principal Card, Supplementary Card, and Replacement Card.
<b>“Cardholder”</b>	The person to whom a Mastercard and/or Visa Card is issued for his /her own use, and includes the Principal Cardholder and any of the Supplementary Cardholders.
<b>“Card Account”</b>	Mastercard and/or Visa Card Account which was opened by the Bank for the purpose of entering all credits and debits received or incurred by the Principal Cardholder and the Supplementary Cardholder, if any, under the conditions defined below, which include-without specifying-all the debts incurred by the Cardholder and resulted from any Cash advances, charges and/or financial liabilities arising out of or relating to the Card Transactions or otherwise.
<b>“Card Transactions”</b>	Any cash advances offered by the Bank or the amount calculated by the Bank or any Merchant in return for any goods, services, privileges, or reservation (including -but not limited to- any reservation made by the Cardholder of any mean of transportation by air, sea, vehicles, trains, or any other means of transportation, hotels, accommodation for rental and hire, whether or not they were utilized by the “Cardholder” which are obtained by using the “Card”, “Cards”, “Password”, or any other means, including but not limited to: Internet, mail, telephone, or facsimile orders and reservations authorized or made by the Cardholder, regardless of whether a sales slip, Cash Advance, or any other voucher is signed by the Cardholder.

<b>“Cash Advance”</b>	The amount obtained by using the “Card”, the “Card number”, the “Password”, or any other manner authorized by the Cardholder from the Bank or any other bank, financial institution, or the ATM bearing MasterCard’s logo and/ or VISA’s logo.
<b>“Expenses”</b>	Commissions and/or expenses and/or fees and/or any other amounts charged by the bank, excluding the interest/return payable by the customer under the contract.
<b>“Credit Limit”</b>	The maximum debit balance permitted by the “Bank” for the Principal Card and the “Supplementary Card” Accounts, where the “Principal Cardholder” shall be notified thereof from time to time.
<b>“Current Balance”</b>	The total balance debited to the “Card Account” payable to the “Bank” according to the “Bank’s” records on the date the Statement of Account is issued, inclusive of all disbursements and financial liabilities.
<b>“Merchant”</b>	Any point of sale, any person, or juridical person that supplies goods and/or services and accepts the “Card” as a means of payment or reservation by the “Cardholder”.
<b>“Minimum Payment for Debit Cards”</b>	Means that the entire Card Account balance shall be paid no later than the due date specified by the “Bank”.
<b>“For Credit Cards”</b>	Means the percentage specified by the “Bank” from time to time from the unpaid balance or the minimum amount that might be specified by the “Bank” in the Statement of Account.
<b>“Password”</b>	Password issued to the Cardholder to enable him/her to use the Card in one of the ATMs and /or any other authorized ATM machines in order to obtain a Cash Advance.
<b>“Principal Cardholder”</b>	A person other than the “Supplementary Cardholder”, to whom the “Principal Card” is issued and for whom the “Card Account” is first opened by the “Bank”.
<b>“Statement of Account”</b>	The monthly or periodic Statement issued to the Principal Cardholder by the “Bank” with the particulars of the due Current Account, which is incurred by the “Principal Cardholder” and the “Supplementary Cardholder”, if any, and payable to the Bank.
<b>“Supplementary Cardholder”</b>	The person to whom a Supplementary Card is issued at the request of the “Principal Cardholder”.
<b>“Cloud Computing”</b>	An electronic technique refers to the Web (Internet), through which the means that enable the Bank to access the electronic applications would be available, which authorize the Bank to develop and allocate an application for online service delivery to the customers of the Bank.

1. It is prohibited to deal in any of the virtual currencies, including but not limited to Bitcoin, in whatever manner; such as opening and/or replacing Accounts in return for another currency and/or sending or receiving any transfers in return for them for purchasing or selling them. Furthermore, the Bank shall be entitled to refrain from executing financial orders related to such currencies, as well as to close any of the Customer's Accounts at any time without any liability, in circumstances in which the Bank, as per its absolute discretion, finds that the Customer breaches the terms of dealing in virtual currencies or for whatever reasons pertaining thereto as the Bank deems suitable.
2. If the Customer agrees to deal by using telex, facsimile, telephone, or e-mail, then he shall assume full liability for the risks associated with this dealing, and the Bank shall not be responsible for any damage that might be caused to the Customer, as long as the Bank executes the instructions received through such means in good faith.
3. If any of the Customer's Accounts becomes debit or overdrawn without a prior agreement for whatever reason, the daily balance shall be debited with interest, which is calculated based on the maximum limit consensual indebted interest rate of the loans or facilities in the debit current Account, whichever is more favourable to the Bank.
4. The Bank may, without a request by the Customer, replenish the Customer's Accounts from one another with a view to facilitating any withdrawals made by the Customer, whether directly or by any of the means of dealing with Accounts, including the Cards and services.
5. The Bank shall be entitled to debit any of the Customer's Accounts with the amounts paid by the Bank and any interests, commissions, or charges.
6. The objection by the Customer to honour any cheques drawn on his Account shall not be acceptable, unless the Bank is notified in writing of such objection before such cheque is cashed or is debited to the Account of the beneficiary, taking into consideration that the Bank shall be entitled to declare that there is no balance /insufficient balance, when such cheque, the subject-matter of the objection, is presented to be cashed.
7. The Bank may refrain from executing payment orders or transfers that are sent indirectly (other than by the Account holder in person) if the Bank doubts that such orders or transfers are invalid. The Bank may request a confirmation that they are made by the Customer; the Account holder, by any means the Bank may deem fit, without any liability of the Bank for any delay or non-execution.
8. Any power of attorney approved by the official authorities or authorization, whether general or special, issued or might be issued by the Customer whether before or after opening the Accounts, and would entitle the attorney-in-fact or the Authorized Person to dispose of the Customer's Accounts, shall remain in effect until the Customer notifies the Bank in writing to the contrary.

9. The Customer acknowledges and agrees that:
- (A): The photocopies kept or extracted from the means of modern technique, computers, ATMs, and through e-mail with the bank shall have the legal force of the original in proof. Such photocopies and printouts provided by the Bank in any dispute shall be acceptable evidence and binding on the Customer. The Bank shall not be bound to present the original documents, where the Customer shall waive his right to deny what attributable to him of handwriting or a signature thereon or request the Bank to produce and/or present the original documents after the lapse of five years of the execution of any of the documents related to the transactions made to the Accounts; such as withdrawals, deposits and otherwise.
  - (B): The Bank Accounts and records shall be acceptable evidence to prove the transactions and balances that have been made/ being made to the Accounts. It is sufficient to this effect that a Statement of Account extracted from the computer or any other available means of dealing be provided by the Bank.
  - (C): The Statements of Accounts are sent periodically to the Customer by the available means on the dates specified by the Bank. In the event that the Customer objects to such Statements, he must hand over a written notice to the Bank, in which he explains his objections within fifteen days from the date of sending the said statements; otherwise, the Customer acknowledges the validity of such Statements.
  - (D): In the event that the Customer requests any additional Statements of Accounts or wants to obtain any printouts, he shall be bound to pay the charges specified by the Central Bank.
  - (E) The Bank's books shall be certified and considered conclusive evidence and binding on the Customer.
10. The Customer hereby undertakes not to use the individual Account, which is classified within the retail banking sector, in any of the business or banking services, where the banking transactions made through this Account shall be confined to personal transactions only. I hereby authorize you, without any liability on your part, to close my account if it is found that it is used in any of the business transactions.
11. The Customer hereby undertakes that he will provide the Bank with all the required documents within the period specified by the Bank.
12. The customer undertakes to disclose the ultimate beneficiary of all banking transactions conducted on their account with the bank.
13. In the event that the Customer has not used all the components of the Account number referred to in the definitions, then any instructions, authorization, or power of attorney containing the Account unified number shall include any of the sub-Accounts held with any of the Bank's branches.
14. Not to deal with any of the sanctioned countries, the Bank may reject any transaction connected to the economic sanctions imposed or going to be imposed on countries, entities, and individuals.

## 15. Account Number

A number shall be allocated to each Account; this number shall be used in all Customers' correspondence with the Bank in connection with the Account, when any deposits or withdrawals are made in and from the Account. In the event that the Customer requests to withdraw large amounts of cash in the foreign or local currency, the Bank shall be entitled to postpone the execution of the Customer's request to the time specified by the Bank.

## 16. The Customer's Instructions & Withdrawals

16/1: All the instructions in connection with the Account shall be in writing and delivered to the Bank in person by the Customer and/or whom he authorizes in writing to do so, or to be sent by mail to the address of the Bank, provided that such instructions include the respective Account number. In the event that the Bank approves and executes any instructions issued by the Customer in other means, this shall be subject to the terms and conditions which organize such service and contained within these general terms and conditions or in a separate document to be signed by the Customer, if the Customer's instructions are not clear or if the Bank receives contradictory instructions, the Bank shall have the option of executing such instructions, executing any of them and/or refraining from the execution, until such contradiction and/or conflict is resolved in a manner approved by the Bank without assuming any liability arising therefrom.

16/2: All the withdrawals from the Account can be made according to the type of Account by using cheques, ATM, and /or any forms adopted by the Bank and/or adjustments made thereto, the Bank shall be, according to its sole discretion, entitled to accept written instructions that permit a third party to make withdrawals from the Account, provided that the instructions are accepted by the Bank and the authorization letters certified by the Bank is duly signed by the Customer.

16/3: In the event that the signature of the Customer on any cheque, bill of exchange, order and/or withdrawal instructions does not match the signature specimen approved by the Bank; the latter shall be entitled to reject encashing any of them, if the Account balance has insufficient funds and/or the withdrawals amounts in excess of the overdraft amount authorized in the Account, the Bank shall be entitled to reject the encashment. If the Bank, at its sole discretion, pays the value of any overdraft and/or the increased overdraft, the provisions of clause (8) hereunder shall be applied, without prejudice to the right of the Bank to reject permitting any subsequent overdrafts.

16/4: The Customer shall be entitled to request the Bank to be satisfied with reviewing the documents and papers that it receives and /or hands over from and to the Customer directly or by another means of communication, and matching his signatures thereon, without any liability whatsoever arising therefrom on the Bank's part.

16/5: The Customer, according to his absolute determination, authorizes the Bank to the permissibility of the encashment of any withdrawals being made according to the Customer's knowledge in the form of cheques, transfers, or payment orders, in case there are insufficient funds in the Customer's Current Account to cover their values by considering the other Customer deposits held with the Bank as security.

16/6: In the event that the Customer requests to draw large amounts of cash in the foreign or local currency, the Bank shall be entitled to postpone the execution of the Customer's request to the time specified by the Bank.

16/7: In cases where the Customer's Account is negotiable underpayment orders or a transfer from the Account, the request by the Customer from the Bank to cancel any instructions related to any payment order or transfer in favour of a third party shall not be accepted after the sum is paid or credited to the beneficiary Account or if he accepts it. In this case, the Bank shall not be responsible for paying the value of any payment orders issued by the Customer in the form of commercial papers if they lack any of their mandatory data, as long as they are issued in the form of a payment order.

16/8: The Customer's signature card related to the Account shall constitute an integral part of the Account Opening Application and that the Bank shall not be bound to accept any change in the signature adopted for the Customer unless the Bank receives a notice in writing of such change or adjustment sufficiently in advance of the commencement of affixing the new signature on any Banking Transaction by the Customer, the Bank shall not be responsible for any damages may be caused to the Customer as a result of such change or adjustment, including returning any cheque drawn by the Customer bearing the new or old signature, or suspending any other Banking Transaction for the same reason by the Bank, the Customer undertakes to indemnify the Bank for any such damages.

16/9: The Bank shall be entitled to pay the inward transfer in favour of the Customer in any currency credited to his Account with the Bank and in the prevailing exchange rate on that day.

16/10: The Customer shall, through filling out and signing the respective form, be entitled to authorize the Bank to act according to any funds transfer manual instructions (Manual Instructions), which include the instructions of the written, facsimile, or swift letter or any other means of communication sent by the Customer or an Authorized Person. In case of any such authorization, the Bank shall be entitled to consider that any manual instructions are duly sent by the Customer. The Customer hereby acknowledges and agrees that the Bank shall, without obligation on its part, be entitled to use any protection procedure that has been chosen (Protection Procedure).

16/11: The adjustment can be made or the authorization, set forth in paragraph 3/10, can be cancelled at any time, provided that the Bank's right to indemnity resulting from the manual instructions sent before the adjustment or cancellation, shall remain valid after such adjustment or cancellation has been made.

16/12: The Customer is fully aware that the risk of falsification and forgery of manual instructions exists, the Customer undertakes to indemnify the Bank for and against any kinds of liabilities, Expenses, lawsuits, damages, or charges whatsoever, which are borne or incurred by the Bank as a result of acting under any manual instructions, which serve as instructions given on behalf of the Customer, or as a result of any mechanic malfunction or failure of the means of communication between the Bank and Customer.

16/13: The Bank shall be entitled to reject the execution of any transfers or withdrawals from the Account sent through the manual instructions in case of suspicion. However, in the event that the Bank decides, as its sole opinion, to execute any of these instructions, the authorization of the Bank and the Customer's undertaking to the indemnity, herein contained, shall remain valid.

16/14: If the Customer's instructions are not clear or if the Bank received contradictory instructions, the Bank shall have the option of executing such instructions, executing any of them, or rejecting them, until such contradiction and/or conflict is resolved to the Bank's satisfaction.

16/15: The Bank shall, without obligation on its part, be entitled to adopt any authorization or power of attorney that verifies the authenticity of the Customer's signature through the official references of any country or banks, have the right of correspondence, even if the Customer's signature does not match the signature specimen kept with the Bank.

## 17. Deposition in the Account

17/1: Deposits in Accounts are being made through transfer, mail, and/or personal attendance; the Bank's adopted forms and/or any adjustments made thereto when deposits are made in person shall be used. Deposits shall not be considered available in the Customer's Account, except in the case of the availability of cash and/or its equivalent, and shall be received in the Bank's place of business. The Bank has the right at any time to reject any deposit, to reduce the amount allowed to be deposited, and/or to bind deposits and/or any part thereof without assuming any liability. The deposit shall be made in the same currency as the Account. Furthermore, without prejudice to the generality of the foregoing, the Bank has the absolute right - without obligation on its part - to reject the acceptance of any cheques endorsed by others, if such endorsement is not certified. The Bank shall immediately communicate with the Customer, in case it refuses to deposit any amount or reduces the deposit amount, in order to notify him thereof and state the reasons therefor.

17/2: The Bank shall be entitled to accept/not to accept cash payments or any deposits, such as cheques and inward transfers to the Customer's Account by a third party, without any liability arising therefrom on the Bank's part or as a result of any errors or responsibility that may arise out of the acceptance/non-acceptance of such payments.

17/3: The Customer's endorsement of any commercial papers to be deposited in his debit Accounts shall be considered a property translativ endorsement unless explicitly stated that the sum is allocated for collection. The Account number of the Customer opposite the endorsement is not a presumption that the endorsement is for authorization/collection.

17/4: The right to claim interest for cash deposit shall be based on the second business day, and any withdrawal from the amount deposited on the same day of deposit shall result in a debit interest accruing at the Customer at the prevailing rate of debit interest at the same date on the overdraft Account.

17/5: The right to claim interest for cash deposit shall be based on the second business day, and any withdrawal from such cheques amounts on the date of collection shall result in a debit interest accruing at the Customer's account at the prevailing rate of the debit interest on the same date on the overdraft Account.

## 18. Collection of Funds and Charge the same to the Account

18/1: Upon acceptance of deposits, the Bank shall be entitled to act as a collection agent of the Customer, without assuming any liability to do so; deposits value shall not be available and withdrawable unless being duly collected by the Bank.

18/2: If the Bank credits/pays the sum of any commercial papers, including the papers purchased to be charged to the Customer's Accounts or for deposition for collection, it shall be considered an unconfirmed entry/payment and conditional upon the actual collection of the sum. The Customer acknowledges that the applicable laws and regulations in some countries permit returning the value/reversing the entry on the Bank's Accounts after a period of time, which varies from one country to another. In this case, the Customer's obligation towards the Bank shall remain valid until the sum is returned to the Bank along with any interest which may accrue at the rate due on Bank loans and facilities, whichever is more suitable to the Bank, in addition to any charges which may be borne by the Bank.

18/3: The Bank reserves the right, without advance notice /warning, to reverse the entries on the Account if the sum of promissory notes, bills of exchange, cheques, and/or withdrawals or any other convertible means, whose value has been previously charged to the Account. Reversing entries shall not affect the Bank's right to keep promissory notes, bills of exchange, cheques, withdrawals, and/or unpaid papers and to exercise all its rights in connection with such papers to have priority over all creditors of the Customer.

18/4: The Bank shall assume no liability and/or obligation for the value date of funds, bonds, and papers given by the drawee bank and/or for any delay arising out of mail and/or other means of communication and/or loss of mail and/or express cargo and/or the periods required by foreign collection system and/or for any delay relating to the collection and/or the non-actual collection and/or for any loss whether (direct or indirect) and for commissions and expenses incurred by the Customer as a consequence.

18/5: The provisions of clause (8) hereunder shall be applied, if the Bank receives a notice stating that the funds debited to the Account have not been collected and the Customer has made a withdrawal as a result of crediting the non-collected funds to the Account, where such withdrawal results in making such Account overdrawn, to increase the overdraft limit, or the balance falls below the minimum determined by the Bank.

18/6: The Bank reserves its right, without the need to give the Customer advance notice, to reverse any entry erroneously made on the Account, where the bank shall assume no liability towards the Customer resulting therefrom, and the Customer undertakes to notify the Bank immediately upon discovery of any error, and to return any amounts withdrawn from principal amounts erroneously credited, as soon as the error comes to his knowledge, and/or upon the bank first request and without raising any objection thereto.

18/7: The Bank shall not be liable for the actions taken by any correspondent banks, agents, or brokers whose assistance is sought by the Bank or with whom the Bank deals in the course of executing any transaction made or requested by the Customer and results in such dealing. Furthermore, the Bank will not be liable for returning the original copy of any papers or documents which may be held by official authorities or institutions with whom the Bank deals, as long as they are held for reasons beyond the control of the Bank.

18/8: The Customer will be fully liable for any actions or restrictions which may be imposed by any authorities domestically or overseas on his Accounts or on any Banking Transaction made by him.

## 19. The Bank's Right to Set-off

19/1: All funds, securities, financial instruments, bonds, collateral, shares, policies, bank documents and papers, gold and other valuables and property of whatever nature which are held in the name of the Customer by the Bank, whether in the form of Account of whatever type and/or otherwise shall be so held as security with the Bank to guarantee the settlement of any debit balance due to the Bank arising under these General Terms and Conditions or any other banking facility agreement whatsoever in his capacity as a debtor and/or guarantor in favour of the Bank whatever the reason for their obtaining and whether he is actual or prospective. Furthermore, the Customer agrees to keep it within the Bank's possession as «collateral against credit facilities» until the Customer fully pays his indebtedness to the Bank, including due interests, commissions, charges, and other due expenses. If the Customer does not pay such indebtedness to the Bank's on its first request, the Customer herewith irrevocably authorizes the Bank to set off the outstanding balance from his possession held in «collateral against credit facilities" Account and to have priority over all the creditors of the Customer without having to refer to the Customer, without notification/warning or any prior action, without recourse to courts and without assuming any liability of whatever type. This authorization is irrevocable, and the Customer cannot cancel it without the Bank's written consent. If this Account is joint, for the purpose of repayment or guaranteeing the repayment of any debt owed by any of the Account's holders, whether joint or not or otherwise and whether such debt is in the same currency of the Account or otherwise, and if the debt is in a different currency, the Account balance shall, in whole or in part, be converted to the different currency according to the conversion rates prevailing and/or issued by the Central Bank of Jordan applied at that time. All the Expenses incurred by the Bank in this regard shall be borne by the Customer and are to be paid to the Bank at the request.

19/2: All the Accounts opened in the name of the Customer or in the name of any sole establishment owned by him, which are held with the Bank in any currency whatsoever, shall be deemed to secure each other. The Customer authorizes the Bank to debit any of his Accounts with the credit balance or the Accounts of any sole establishment owned by him in order to repay the debit balance, provided that the Bank shall promptly inform the Customer thereof.

## 20. Authorization

20/1: The Bank shall, without referring to the Customer, without assuming any liability and without the need to subsequent authorization, be entitled to debit any of the Customer's Accounts held with it with all the fees, charges, Expenses, interests, commissions, taxes, stamp fees, and any other Expenses and or charges of whatever type and/or nature, which are paid, borne on his behalf and/or arising out of any dealing between him and the Bank. Furthermore, the Bank shall be entitled to debit any of the Customer's Accounts with it with any charges that accrue to the Customer of whatever type or name, including court fees or attorney's fees and legal advice, regardless of their value.

20/2: The Customer authorizes the Bank to inquire about any of his returned cheques and his status at the Returned Cheques Unit in the Central Bank of Jordan, according to the effective instructions of the Returned Cheques Unit issued by the Central Bank of Jordan.

20/3: A commission for the returned cheques shall be taken in full by the Bank, particularly, according to the Instructions of the Central Bank of Jordan. The Bank shall be entitled to debit any of the Customer's Accounts with this commission, without referring to the Customer and without the need for any authorization.

20/4: The Customer shall waive the Bank's duty of secrecy and authorize the Bank to disclose any information that may be requested by any official authorities domestically and overseas or required due to the nature of transactions and services rendered by the Bank and/or requested by the Customer. He shall also authorize the Bank to exchange information with other banks, or if this is required by the laws/instructions of anti-money laundering and terrorism applicable domestically and internationally.

20/5: If the Customer authorizes the Bank to pay the value of any services or liabilities owed by him to any institution or person, it is not permitted to cancel this authorization, except by a notice in writing delivered to the Bank or by the beneficiary's consent, if such cancellation is dependent upon his consent.

20/6: If a dispute arises between the Customer, the Bank, and a third party over any Banking Transaction, the Customer shall authorize the Bank irrevocably to impose an attachment of any sum, around which the dispute revolves, until the dispute is resolved judicially or amicably without the Customer having any right to claim any interests or indemnification.

## 21. Overdrawing the Account and Falling below Minimum Balances

21/1: The Bank may overdraw any of the Customer's Accounts, according to its absolute discretion, noting that it is not bound to do so; overdrawing the Account shall not be considered an acquired right of the Customer, but it is a way of facilitation and easement by the Bank. In the event the Bank overdraws any Account for whatever reason:

21/1/1: The Customer shall – and the Bank may debit the Account with an interest- pay to the Bank an interest to be outstanding on a daily basis according to the higher rate of interest applied to overdrawn Accounts by the Bank.

21/1/2: The overdraft balance, together with the accrued interest, shall be payable to the Bank by the Customer upon request.

21/1/3: All charges, fees, and expenses accrued as a result of overdrawing shall be paid to the Bank by the Customer, and the Bank shall have the right to debit the Account with them.

21/1/4: The Customer is bound to cover the value of the overdrawing together with the due interests and commissions without any delay.

21/2: If the Account balance falls below the minimum limit at any time during the month, the Bank shall have the absolute right to impose a monthly expense allowance in return for keeping the Account open in the Bank's books. Furthermore, the Bank shall be entitled not to pay interest for any Account, if the balance falls below the minimum limit, and the Bank may close the Account without advance notification.

## 22. Closure of the Account

22/1: The Bank shall, at any time at its sole option and as soon as the Customer is notified thereof in writing, be entitled to close the Account and to request him to immediately repay the liabilities due upon him, without explaining the reasons for such action and without assuming any obligation/liability of whatever type arising therefrom towards the Customer. The Bank shall, without notifying the Customer in writing, also be entitled to close the Account if its balance remains (zero) for (6) months, and the Bank shall not assume any liability if it refuses to accept any deposits or inward transfers to the Customer Accounts after being closed. The Customer agrees that he deems the action taken by the Bank to close the Account as effective and binding upon him as of the date of the said notice and/or the date specified by the Bank, even if he did not receive the said notice for whatever reason, the Customer shall absolutely and irrevocably waive any right, whether legal and/or otherwise, which permitting him to take any action against the Bank regarding its decision to close the Account.

22/2: The Customer shall, at any time and as soon as the Bank is notified thereof in writing, be entitled to close the Account and to request the Bank to repay the amounts/ funds, provided that such notice will only be binding on the Bank as of the date of duly receipt by an authorized employee for the Bank, and in case there is a credit Account for the Customer sufficient to cover the interests/commissions due to the Bank and related to the Account intended to be closed. The Customer is bound to return any Cards, cheque-book, or any instruments delivered to him by the Bank.

22/3: The Customer shall have the right to object in writing to the final balance and to request rectification of the material misstatement in the Account within three months from the date of closure. Once this deadline has passed, the Bank shall not assume any liability that may arise from such misstatement.

22/4: The Bank shall have the right to object to the final balance and to request rectification of the material misstatement in the Account within one year of closing the Account.

22/5: The information collected about the customer must be documented, accurate, and correct, and shall be updated in accordance with the applicable regulations. In the event that any documents or records are found to be invalid or inaccurate, the bank has the right to close the account.

22/6: The Bank shall be entitled to debit the Customer's Account with any commissions or charges specified by the Bank as a result of closing the Account.

22/7: The Bank shall be entitled to close the Account, in the event that the name of the Customer is listed in the international, regional, or local lists (inside or outside the Kingdom) on sanctioned and restricted persons.

### 23. Adjustments to the Nature and Terms of the Account and the Forms Used

It is agreed that the Bank has the right at all times to adjust the nature and clauses of these General Terms and Conditions as soon as the Customer is notified in writing thereof, including the rate of interest and commissions together with any other terms of any Account, provided that such adjustment will become binding on the Customer from the date of the said notice and/or the date specified by the Bank, even if the Customer did not receive the said notice for whatever reason. The Bank has the right at all times to adjust any/all of the forms used for all transactions made to the Account, without the need to notify the Customer thereof.

### 24. Statements of Account

24/1: The Customer acknowledges and agrees that he deems the books, entries, and Accounts of the Bank as correct, conclusive, and binding evidence that may not be challenged or objected thereto by him for whatever reason. Any certificate and/or statement of Account issued by the signature of any employee authorized to sign on behalf of the Bank and any statement extracted from the Bank's entries, including computer and automatic printouts all considered final and conclusive evidence against the Customer in terms of their validity in any judicial proceedings or otherwise. The Customer absolutely and irrevocably waives any right permitting him to request auditing the Accounts and entries of the Bank by any court and/or person and/or produce its books and/or entries to the court. This waiver shall also include the absolute waiver by the Customer to any right, whether legal or otherwise, to challenge the authenticity of signatures to any Bank transactions or the incompetence or authority of the signatory thereto.

24/2: Notwithstanding clause (11/1) above, the Bank shall periodically send the Statement of Account to the Customer's address set forth in the form of the Account Opening Application, the Customer undertakes to notify the Bank in writing of any objections(s) that he may have thereto within fifteen days from the date of sending the Statement, otherwise, the Customer acknowledges the validity of such Account.

24/3: In all cases, the Bank shall be entitled to destroy all the notifications and Statements which are not received by the Customer after a term not exceeding a maximum of one year from the date of issuance.

### 25. Joint Accounts

The general terms of Accounts shall be applied to the joint Accounts, insofar as they do not conflict with the following special terms and conditions:

In the event that the Account is opened in the name of more than one Person, then such Account shall be subject to the following general terms and conditions:

25/1: Any balance now /hereafter deposited in the Account and shall remain jointly owned by the Account holders as holders of a Joint Account (hereinafter referred to as the Customer), all of such Persons shall be considered separately bound and shall be jointly and severally liable for all withdrawals made by one of them.

25/2: A Joint Account may only be opened if all the Account holders, referred to as the «Customer», have attained the legal age to do so, are legitimately and lawfully competent to contract, and have all signed the Account Opening Application according to the forms used by the Bank.

25/3: Amendment of the authorities to sign on the Account must be done by all the partners jointly or by an attorney or authorized signatory pursuant to a power of attorney or an authorization containing such authority. As to other amendments, it may be accepted by any of the partners, if the terms of Account opening permit them to dispose of the Account severally.

25/4: If the Bank receives contradictory/ conflicting instructions from them, then the Bank shall be entitled to suspend the execution of such requests and/or instructions upon receipt, until they are jointly signed by them.

25/5: It is agreed that this Joint Account is a credit Account, and they shall not be entitled to draw more than one balance from such Account, however, in the event that this Account becomes debit for whatever reason, the debit balance shall be deemed as a debt separately owed by the Joint Account holders and shall be jointly and severally liable, to be immediately reimbursable and payable together with the interests and commissions specified by the Bank. The death or incapacity of any one of the Customers shall not result in the negation or affecting of this liability.

25/6: If any amount falls due to the Bank on any of them, the Account holders shall irrevocably authorize the Bank, on the ground that the Bank's right is attached thereto, to set off and/or merge this Joint Account with other Accounts which are currently /hereafter opened with the Bank in the name of any of them and in whatever currency.

25/7: The Bank shall be entitled to make any conversion from one currency to another and from one Account to another, as it deems appropriate, and at prices and rates it adopts at the date of conversion.

25/8: The entries belonging to the Account as they are contained in the Bank's records, besides the documents kept with it, shall be considered proof against each of the Account holders and their creditors and heirs, and the Bank's entries shall also be considered accurate and duly binding.

25/9: The undersigned Joint Account holders shall specify a chosen domicile for each of them to any of the addresses maintained at the Bank, and any correspondence/or notice and/or notice and/or warning and/or paper and/or transaction shall, once they are sent to such address, serve as a legal notice to all of them.

25/10: The Bank may, at its discretion and in the absence of contrary instruction, deposit any funds, belonging or purporting to belong to either or all of the Customers, (including the proceeds of any loans and/or discounts which may be made to their Account or to the Account of any one of them) which may come into the Bank's possession at any time.

25/11: Each of the Joint Customer/Customers hereby authorizes and empowers the other the right to endorse a deposit and to deposit in the Joint Account any and all cheques, promissory notes, or other instruments related to pay the funds dues or purporting to belong to the Joint Account holders and/or anyone of them. Should any instrument(s) be received by the Bank without being endorsed, as previously mentioned, the Bank is hereby authorized to endorse it/them and credit the same to the Account.

25/12: The credit balance available in the Joint Account at any time, shall be subject to withdrawal, transfer or other disposals in whole or in part by the Joint Account holders and/or any one of them or his/their legal attorney or representative, including withdrawals which are in the interest of their signatory, without any responsibility or liability whatsoever on the Bank's part for the use and/or disposition of such funds so withdrawn or otherwise disbursed or transferred.

25/13: In the event of the death of either of the Joint Account holders or all of them, the Bank may continue to act from time to time in reliance upon the power and authority conferred herein until it shall have received written notice of the death from or on behalf of one of the Joint Customers. If a death certificate has been presented by any of the deceased's heirs and upon receiving such a written notice/ death certificate, the balance in the Joint Account at the time of such death shall be co-owned by the surviving partner/partners equally between them and the deceased partner's heirs, the Bank shall be authorized to dispose of in the balance on this basis. The Bank shall, in any manner, not considered responsible for any withdrawals and/or transfers and/or transactions whatsoever lawfully made to this Account and under these terms between the date of death and the date on which the Bank receives the above-mentioned written notice/ death certificate.

25/14: The Bank shall, at any time at its sole option and without giving any judicial notice/warning to any of the Account holders or otherwise, be entitled to reserve its right to take its dues in full from the Account balance by having priority of overall creditors of the Customer, and to use this balance and/or any part thereof for the repayment of any due and/or undue amounts required by the Bank from the Account holders and/or anyone of them, and to take the necessary actions to conduct the set-off between the required value of balances and a counter-value from the Account balance.

25/15: Serving any notice and/or letter by the Bank shall entail all the consequential legal effects once it has been sent to any one of the partners in the Account or the authorized persons.

25/16: It is not permitted to amend and/or change and/or alter any of these terms and/or to waive any of them, without obtaining the Bank's prior written consent.

25/17: It is hereby agreed and understood by the joint Customers that choosing by the partners to sign the Account severally, any one of them shall have full power to dispose of the Account and any sub-Accounts absolutely and to obtain banking services and electronic cards provided by the Bank or request cheque books, issue cheques, endorse and deposit them in the Account, even if the deposit is in favour of the authorized signatory personally. In addition, an authorized partner shall have the right to place the balance as collateral of any liabilities which have resulted or shall result in favour of the Bank, whether he is the debtor, a third party or the other partners. He shall also have the right to transfer from the Account in favour of him or favour of any one of the partners or others and authorizes one of the Customers severally to mortgage the credit balance of this Account or any part thereof as security for credit facilities granted to him or third parties, and the same shall apply to the authorized signatories if they are more than one person. Consequently, if the joint Customers desire to prevent the occurrence of such unilateral action, this clause (12/17) shall be deleted and such deletion must be confirmed by the signatures of the joint Customers.

25/18: The Bank shall have the right to close the Joint Account and distribute the balance equally or at the rate agreed on by the partners in any of the following cases:

- A. If the Bank is advised in writing with a dispute arising between any or all the Account partners. It is considered as a dispute, the objection by any partner to the acts of any partner or his request of the suspension or blocking of the Account or amending its conditions without the consent of the other partners.
- B. The imposition of attachment on the Bank's hand or the prevention of the disposal of the funds or acts of any one of the joint Account's partners.
- C. The death, bankruptcy, or incapacity of any one of the Account's partners.
- D. Upon conducting a consensual set-off between the Bank's rights and the share of any of the Account's partners.
- E. If any of the Account closure cases are realized, the Bank will distribute the partner's shares into separate Accounts in their respective names.

25/19: The Bank shall be entitled to take the due debt in full, which is owned by any of the partners, from that partner's share in the Joint Account.

## 26. Opening Foreign Currency Accounts

The following terms shall be applied if the Account is in a foreign currency:

26/1: Withdrawal from the Account shall be made only under the cheques issued by the Bank and/or through wire transfers in the currency of the opened Account and upon a written request addressed to the Bank or based on certified instructions. It is agreed that making cash withdrawals from the Account is not permitted. However, in the event that the Bank, at its absolute option and based on the Customer's request, agrees to permit making cash withdrawals from the Account, then the Customer undertakes to pay the fee and/or fees of the service imposed on such withdrawals at such price as the Bank may determine. It is agreed that forward charges and service fees, whatever their type and nature, which are related to the withdrawals from the Account shall be paid in full and immediately by the Customer, upon the Bank's request.

26/2: If the Bank does not agree to accept deposits or withdrawals in another currency, the withdrawals and deposits must be made in this Account's currency, in case the Bank is unable to execute the Customer's withdrawals in the Account's currency, either due to restrictions imposed by the Central Bank or the non-availability of the Account's currency in the market, then the Bank shall be entitled to execute the withdrawal in another foreign currency, should that prove impossible, then the withdrawal shall be executed in the local currency at the exchange rate prevailing on the day of withdrawal, the Customer shall notify the Bank thereof prior seven Business Days from the date of withdrawal.

26/3: The Bank shall, when the Customer makes a cash withdrawal in foreign currency from his Accounts opened in foreign currencies, be entitled to take the price difference/commission in full to be specified by the Bank.

26/4: The Bank shall, at any times and to its absolute option, be entitled to block the Account and to send a cheque(s) to his declared address endorsed by the Bank to the order of the Customer in the full value of the credit account balance in due course and in the same currency of the Account less any liabilities may be owed by the Customer towards the Bank, without the Customer having any right to recourse to the Bank.

26/5: Notwithstanding any contradictory clause contained in these General Terms and Conditions, the Bank shall, at its absolute option, be entitled to reject at any time any deposit in the Account, without giving reasons.

26/6: This Account shall only be paid in the Capital Bank of Jordan and shall be subject to the laws and provisions applicable in the Hashemite Kingdom of Jordan. The Accounts in foreign currency shall be subject to the cash requirements imposed on the Bank by the Central Bank, and any actions determined by it regarding the Bank's withdrawal of its compulsory reserve.

## 27. Basic Account

27/1: The terms and phrases hereunder shall have the meanings ascribed below:

- A. The Basic Bank Account: A bank Account in the Jordanian Dinar (JOD) for the Jordanian resident Customers, along with special terms and features, which is intended for individuals who do not own bank Accounts, and this in accordance with the provisions of the Central Bank of Jordan's instructions (hereinafter referred to as the "Account").
- B. The Jordanian Individuals concerned with Opening a Basic Bank Account: The legally qualified persons to deal with banks and do not own any types of the bank Accounts with any banks operating in the Hashemite Kingdom of Jordan, who are interested in Banking within the limits and costs commensurate with their incomes and circumstances (hereinafter referred to as the "Customer").

27/2: The Bank shall be bound to open a Basic Bank Account to the Jordanian individuals who do not own bank Accounts, under the following conditions:

- The Account shall be opened in the Jordanian Dinar (JOD) without a minimum ceiling for the Basic Account balance and up to a maximum of (JOD 700).
- The Customer shall be entitled to make two cash/cheque deposits per month through the branch and up to a maximum of (JOD 350) per deposit without commission, except for paying (500 Fills) for each deposit after the maximum limit of the number of transactions is exceeded.
- The Customer shall be entitled to make cash withdrawal through the branch up to two withdrawals per month without commission, except for paying (500 Fills) for each withdrawal after the maximum limit of the number of transactions is exceeded.

27/3. A: The Bank shall be bound upon opening a Basic Bank Account for the Customer to deliver the following services:

- Cash withdrawal and deposition from and in the Account.
- Issuance of an ATM card.
- Depositing cheques in the Account.
- The bank issues all debit cards and credit cards to the customer with the contactless feature enabled.
- Issuing and receiving bank transfers to and from the account (with a maximum of two transactions for each type of transfer).
- Electronic Bank services available in the Bank.

B. The Customer is fully aware that the Basic Bank Account does not provide him with the following:

- Applying for obtaining bank facilities.
- Applying for obtaining a cheque book.
- Applying for obtaining a credit card.
- The Basic Bank Account is not included in granting credit interests and Account prizes.

27/4: The Bank shall have the right to close the Basic Bank Account at any time in the following cases:

- A. Providing the Bank with false and misleading information by the Customer.
- B. Another Bank Account owned by the Customer, either before or after opening the Basic Bank Account.
- C. The failure to comply with the Account's terms and conditions by the Customer.
- D. The procedures related to zero-balance accounts shall be applied to all accounts, not limited to the primary account only.
- E. If no withdrawal or deposit transactions have been made to the Account and the Customer's balance is (Zero), and the Account holder cannot be reached over a period of more than six months.

27/5: GENERAL PROVISIONS:

The Bank shall be entitled to convert the Customer's Basic Bank Account to an ordinary Bank Account, in case transfers/ deposits in cash or cheques are received to the Customer for a consecutive period of over six months which will lead to exceeding the specified ceiling. Accordingly, the Bank shall be entitled to claim the Customer for all commissions and fees that he was relieved thereof when the Basic Bank Account was opened and shall be subject to all the provisions of the manual of general and special terms and conditions for dealing with the Accounts and banking and Electronic Services.

The Account shall be subject to the provisions of dormant Accounts, if it is found that there is a balance in the Customer's Account, where no withdrawal or deposit transactions have been made to the Account and the Account holder cannot be reached over a period of more than six months.

The Customer shall authorize the Bank to inquire by any and all means presented by the official authorities of the Bank and before opening the Basic Bank Account for the Customer, so as to verify the declaration of the Customer provided to the Bank that he has no other Accounts with any bank operating in the Hashemite Kingdom of Jordan.

The Basic Bank Account shall be subject to all instructions of the internal procedures for handling customers' complaints of financial and banking services providers applicable in the Bank.

## 28. Current Accounts

28/1: The Customer shall irrevocably authorize the Bank to the encashment of all cheques and withdrawals from the Account made by the Customer and to debit the Account with the value of such cheques and withdrawals.

28/2: The Customer agrees and commits to the following:

28/2/1: To preserve the cheque book issued to him by the Bank safe, and he hereby declares and agrees that he is strictly liable and committed to any withdrawal made under the papers of the said cheque book, and he shall be deemed mistaken in all cases arising out of failure to maintain the cheque book or the misuse of all or any of the cheque's papers, including falsification, whether the misuse was committed by an employee or employees for the Customer or by any other person, the Customer shall bear all the consequence of such mistake, the Customer shall be liable for notifying the Bank, if his cheques have been lost/stolen/ falsified/ distorted along with the explanation of the surrounding circumstances, otherwise, the Bank shall not be liable towards the Customer for any commitment.

28/2/2: To use cheques and withdrawals forms adopted by the Bank and delivered to him by the Bank only, so as to make any transactions related to the Account. The Bank shall, at whatever time without justification, at its sole option and without assuming any liability arising therefrom whatsoever, be entitled to reject encashing all or any of cheques, withdrawals, and the written instructions signed by the Customer. In the event that the Bank encashes such cheque, bill of exchange, or written instructions, the Customer shall not be entitled to object to such action and shall assume the absolute liability in relation thereto.

28/2/3: The Bank shall only accept payment suspension orders in the following cases:

- I. Loss or theft of a cheque (what proves the notice lodged with the competent security or judicial authorities) of its loss or theft.
- II. Bankruptcy of the cheque holder.
- III. The orders of the Customer related thereto. Upon the approval of the Bank and drawer to impose an attachment on the cheque sum with the Bank from the date on which such cheque is presented to the Bank until the drawer submits a court decision of the lawfulness of the objection cause, the decision of freezing the actions regarding the cheque, a settlement concluded with the beneficiary, the original cheque, or that the statute of limitations of the cheque had elapsed. Provided that the Customer signs "payment suspension order" on the forms provided to him by the Bank.

28/2/4: All cheques and withdrawals on the Account shall be made in the same currency of the Account. The Bank, at its sole option, may receive and convert the value collected for any cheque or bill of exchange in a currency other than the Account's currency, where such cheque or bill of exchange is deposited for the collection in the Account, on such terms as the Bank deems appropriate.

28/3: The debit interest on the Account shall be debited at the end of each month.

28/4: The Customer authorizes the Bank to overdraw the current Account at his own option to pass any withdrawals made by the Customer or to debit interests, commissions of any loans, facilities or any commercial papers withdrawn, guaranteed or accepted by the Customer or any liabilities owed by the Customer, whether he is debtor or guarantor, regardless of the reasons for such liabilities. The Customer shall immediately settle any liabilities owed by him to the Bank.

28/5: The Bank shall be entitled to close the current Account; in case the Customer draws three dishonored cheques.

28/6: It is prohibited to deal in any of the virtual currencies, such as the (Bitcoin) or any other virtual currencies, in whatever manner, or replace such currencies in return for any other currency, dealing in Accounts with the Bank, sending or receiving any transfers in return for them for purchasing or selling them, in case proven otherwise, the Bank shall be entitled to immediately close the Account, without giving the Customer advance notice thereof.

## 29. Savings Accounts

29/1: Withdrawal from the Account shall be made directly by the Customer or under a formal power of attorney containing the authorization of the withdrawal from the Account in particular, the withdrawal from the Customer's Account in general or any other means provided by the Bank within the limit specified by the Bank for withdrawals value. The Customer may not issue cheques, payment orders, or transfers to this Account.

29/2: The Bank- without obligation on its part - may accept the written authorization signed by the Customer, under which he authorizes third parties to make withdrawals from the Account.

29/3: It is permitted to make deposits in the Account within the limits specified by the Bank for cash deposits, commercial papers, or inward transfers.

29/4: The Customer must verify the validity of the amounts, either deposited or withdrawn, which are made before signing any withdrawal or deposit document, the Bank shall not be held liable for any claim of the existence of error or differences.

29/5: The balance may not fall below the minimum limit which is specified by the Bank from time to time for the savings Accounts, in the event that this occurs, the Bank shall be entitled to close the Account without advance notice.

29/6: The credit interest shall be calculated on the lowest monthly balance and credited to the Account twice a year on the dates specified by the Bank, taking into consideration that the Bank will not calculate interests if the balance is below the limit determined for savings Accounts.

29/7: If the Account is closed prior to the dates on which credit interests are credited, the interest shall be calculated on the lowest balance within the end of the month preceding the closure.

29/8: If the savings Account is in foreign currency, the Customer may make withdrawals from the Account in local currency in return for crediting the value to the Account at the prevailing purchase price for currency exchange.

### 30. Term Deposit Accounts

30/1: The bank shall not reduce the contractual interest rate applicable to a time deposit prior to its maturity date, as stipulated in the contract, provided that no amendments are made to the deposit terms and the customer adheres to the agreed-upon deposit tenor. In the event of a breach of the agreed terms, such as a full or partial withdrawal prior to the maturity date, which constitutes a modification of the original deposit conditions, the deposit shall be reclassified into a different pricing tier in accordance with the bank's officially approved and published schedule of interest rates on deposits, and the applicable rate shall be adjusted to reflect the revised terms of the deposit.

30/2: Any withdrawal made before the maturity date requires applying the terms and consequences of breaking the deposit on time deposits, in accordance with the bank's approved policies and instructions. The bank shall notify the customer of any changes to the deposit, including the amount, interest, and duration.

30/3: The interest on the deposit shall continue to be calculated in accordance with the terms stipulated in the contract signed with the customer, despite the issuance of a precautionary attachment order by a competent authority and/or the death of the customer, unless otherwise instructed by the competent authority.

30/4: When a term deposit Account is opened, the Bank issues a confirmation in which it indicates the deposit amount, its term, and the amount of interest paid thereon.

30/5: The credit interest shall be paid on the maturity date of deposit according to the instructions specified in the Account Opening Application, unless the Customer instructs the Bank otherwise at least one week prior to the maturity date. However, if the Customer does not notify the Bank one week prior to his intention not to renew the deposit, the deposit shall be renewed to similar deposits for further similar period in the interest rate prevailing thereupon at the Bank, without the need to give advance notice thereof to the Customer.

30/6: The Bank has the absolute right and full power at any time to reject to make deposits in the Account and/or to specify the amounts authorized to be deposited in the Account and/or to return any deposit or any part thereof.

30/7: The deposits which are added during the fixed deposit term shall be kept in a non-interest-bearing account, and to be actually added to the deposit Account on the maturity date of deposit, unless the Bank agreed otherwise.

30/8: In the event that the Bank agrees on enabling the Customer to a partial or total withdrawal of the deposit prior to the maturity date, a debit interest (penalty) shall be calculated according to the formula applied by the Bank, provided that the Customer does not lose any amount of the principal fixed deposit (As for the deposits in Jordanian Dinar), with regard to the deposits in foreign currency, the liquidation of the deposit shall result in the loss of an amount of the deposit's principal amount.

30/9: The Bank accepts terms deposits Accounts in the name of minors, provided that the Account's documents are signed by the person who opens the Account and/or their legal guardians and/or legal trustees. Also, all the deposit and withdrawal transactions must be made by the person who opens the Account and/or guardians and/or trustees, as they undertake to indemnify the Bank at all times for all losses and Expenses whatsoever, which may be incurred by the Bank as a result of any demand and/or claims and/or lawsuits filed by such minors at any time and/or others in connection with the Account.

### 31. Dormant Accounts

31/1: It is understood and agreed by the Customer that the funds credited to his Account which remain dormant for a long time may be subject to the statute of limitations under the Jordanian laws, which may be converted to become the property of the Government of Jordan. The Customer agrees to hold the Bank free from any liability, by any means whatsoever, as a result of such activities under the Jordanian laws. Furthermore, in the event the Customer requested the Bank to keep his mail in accordance with the provisions of Article (20) of these General Terms and Conditions, the Customer shall waive any and all his rights towards the Bank in connection with the notice and dissemination requirements which may be imposed by the laws in this regard.

31/2: All the Customer's Account shall be deemed dormant.

- A. One year on current Accounts and call Accounts.
- B. Two years on Savings Accounts.
- C. Three years on term Accounts and shall be subject to notice.

31/3: The Account shall only be activated by the presence of the Customer in person or whoever he authorizes to do so under a notarial power of attorney, an authorization certified by the Bank, or the presence of the Account's authorized signatory, in case a Customer is a juridical person.

31/4: Charging interests or any costs or commissions shall not be deemed as activation of the Account, the Account shall only be activated by the presence of the Customer in person or their representative pursuant to a duly notarized power of attorney or an authorization approved by the bank, or the presence of the authorized signatory in the case of a legal entity.

31/5: The Bank shall have the right to conduct set-off between the dormant Accounts and any other debit Accounts or liabilities outstanding on their holders.

31/6: The Bank shall, with the suspension of ATM cards, debit and credit cards that belong to the Account, have the right to continue to calculate the interests and profits credited to such Accounts according to the contract effective at the date on which the Account considered dormant.

31/7: To keep sending the Statements of Accounts and periodic notices to the holders of such dormant Accounts.

### 32. The Customer's Address

The selected place of domicile of the Customer for any notice /notification or Statement of Account, letter or otherwise addressed to him by the Bank according to the address set forth in the form of the Account Opening Application, the Customer shall notify the Bank of any amendment made thereto, otherwise, the address set forth in the Application shall be deemed the address for correspondence and the selected place of domicile for all notifications. The Customer also shall finally and irrevocably agree to the right of any Person exists in the said address to receive the mail and/or to sign on the proof of receipt concerned, the Customer shall be considered received such mail if the mail has been delivered to another Person as stated above to his own mailbox or the said address. Accordingly, The Customer shall exempt the Bank from any liability for the Bank's secrecy regarding what stated above. The Customer authorizes the Bank to send the Statements of Account and/or transactions related to the Account to the mobile phone and/or e-mail as stated in the application of subscription or pursuant to any subsequent amendments notified to the Bank by him. The recipient must ensure that the date of the Statement precedes the date of receipt and the date of conveying the message.

### 33. Force Majeure

The Bank and/or any of the Bank's branches, subsidiaries, or affiliates shall assume no responsibility and/or obligation of whatever type towards the Customer and/or third-party for any decrease in the funds' value caused by (direct or subsequent) losses, charges, and fees which may be incurred by the Customer (or incurred on his behalf) as a result of the following:

33/1: The values given to funds by a beneficiary bank,

33/2: Delay owing to mail, facsimile, telex, swift, or other communications,

33/3: Loss of mail or express cargo,

33/4: Periods required for foreign collection system or for collection time,

33/5: Computer malfunctions and the delay arising therefrom,

33/6: The acts of deposition, agents, and other parties,

33/7: Taxes, fees, or impairment of the value of funds,

33/8: Failure to provide funds owing to the restrictions imposed on currency transfers and/or transmissions,

33/9: Any actions or restrictions may be imposed by any authorities domestically and overseas,

33/10: War, civil disorder, labour disputes, fires, or natural disasters and/or any other reasons of whatever type and nature as long as they are beyond the control of the Bank.

#### 34. Maintenance of Mail

It is prohibited to maintain the mail or correspondences of the Customer in the Bank. In special cases, an internal mailbox can be allocated for the Customer with the Bank, which realizes a transaction volume with the Bank as instructed by the Bank and shall be subject to commission from time to time, as the Bank deems fit.

The Bank shall assume no liability arising from the loss of the correspondences maintained by it, or for any loss incurred by the Customer as a result of seizing such correspondences.

All the correspondences maintained in the internal mailbox at the Bank shall be deemed sent to the Customer, the date of any correspondence issuance shall be deemed the date of sending them to the Customer, the Bank shall be entitled to collect the Expenses incurred in the course of providing this service from the Customer.

#### 35. The Banking Services Provided by the Bank through Electronic Services

35/1: The use of the Electronic Services by the Customer shall include his full consent to all the general terms and conditions of the banking services provided by the Bank via Internet contained in this document, this shall also include all the terms and conditions contained in the subscription application presented by the Customer to the Bank.

35/2: These services are provided to the Customer at his request, and he, the Customer, shall agree with full responsibility on dealing with electronic means with the meaning given to this expression in Article (5) of the Electronic Transactions Law.

35/3: The Customer shall follow the general terms and conditions of the Electronic Services to inquire about services, according to the manner specified by the Bank and accurately provided to the Customer, the Customer shall be solely liable for the failure to follow such terms and conditions.

35/4: The Customer shall authorize the Bank to debit the said Account in the Application or any Account opened to the Customer with the Bank with his subscription fees, any relevant Expenses or charges, which is automatically opened upon requesting a subscription, the orders executed in a currency other than the US dollar or Euro must be converted to the Jordanian Dinar at the exchange rate specified thereupon by the Bank.

35/5: The Customer shall hold the Bank free from all liability or damage that may be incurred by the Customer as a result of failing to adhere to the general terms and conditions of the Electronic Services or as a result of the misuse of services by him or any other party.

35/6: The Bank shall not be liable for any direct or indirect loss caused to the Customer arising out of devices and/or electronic information system or communications for whatever reason and/or any reason arising out of circumstances beyond the direct Bank's control.

35/7: In case the Customer receives Password envelope of the electronic service and have signed the receipt form at the Bank, this shall hold the Bank free from liability towards the Customer, in the event he loses the Password thereafter for whatever reason, whether such Password has been used or even before being used by the Customer.

35/8: In the event, the Bank agrees on the customer's subscription application in the Electronic Services, the Bank provides the Customer with a (Customer User ID), an Access Password, and a Password of Financial Transactions and Payment Orders (In case the Customer request the Financial Transactions and Payment Orders).

35/9: If the Customer finds out that his Accounts have been manipulated by someone through the services, or that the Customer User ID or Passwords have been disclosed by another Person, the Customer shall notify the Bank, as soon as possible, by phone then in writing to that effect. The Customer shall remain liable for all transactions and the results arising therefrom, which have been made by using the Customer User ID and Passwords of the Customer until the end of the next business day from the date on which the Bank receives the written notification.

35/10: The Customer must change the Access Password and Password of Financial Transactions and Payment Orders once he uses the Electronic Services for the first time and prior to execute any transaction, the Customer shall be fully liable for keeping and safeguarding the Customer User ID and the Passwords which verify his identity, and he undertakes not to leak such ID and Passwords to others and he shall have to exercise vigilance in case he uses the Electronic Services in a public place. The Customer declares in advance that the Password shall only be used by the Customer, and it is not permitted, under no circumstance, to be used by any other person or entity for whatever reason, whereas all transactions made through the Customer User ID and Password shall be deemed authorized by the Customer in person and shall have the legal force of the official documents certified by the Bank in proof, whereas the Bank shall assume no liability for any of the transactions made via Internet of whatever type and/or reasons and/or source.

35/11: It is understood, agreed, and recognized by the Customer that only the Access Password and Password of Financial Transactions and Payment Orders shall determine the identity of the Customer with the Bank. Accordingly, any transactions made by using the said ID and Passwords shall be deemed issued by the Customer, and he shall be solely responsible for all the transactions executed either by him in person or by any other people.

35/12: The Customer shall be responsible for his usage of the Password given and allocated for him and all the transactions and Expenses incurred by such usage of whatever type.

35/13: The Customer may not waive, endorse, or lend the ID and Passwords to a third-party, in all cases, the Customer shall be responsible for towards the Bank for the usage made by a third party, and the Customer shall be personally responsible for such usage and any undertaking or obligation under these Terms, Conditions and instructions.

35/14: The services shall be temporarily suspended in case of entering an incorrect Password to access the service for consecutive (three-times), in this case, the Customer shall have to contact the Capital Customer Care Center or to visit the branch to which he follows to re-activate the services.

35/15: The Bank shall assume no liability for the Customer's financial loss as a result of erroneously inserting the Account's number to which he transfers money or as a result of erroneously transferring any amount from his Account to the Account of any other Customer through the Electronic Services, the Customer shall be solely liable for the consequences of such errors, and the Bank shall be held free from any liability arising therefrom.

35/16: Even though the Bank uses all possible means of safeguarding, the Bank shall not be deemed liable for any damage may be incurred by the Customer due to the nature of the general telecommunications networks based on the Internet and/or any other entities exercises such acts or any of the hacking acts on the Internet and the international telecommunications network and the consequent risks, and that all risks that might be incurred in such cases shall be solely borne by the Customer.

35/17: The Bank shall, at its absolute option and without giving reasons, be entitled to suspend dealing with the Electronic Services and/or to withhold or suspend any of them from the Customer for a period of time or to cancel such services, for whatever reason and without any advance notice.

35/18: The Customer shall follow the automated terms, conditions, and instructions accurately provided by the Bank, which contain detailed information regarding the Electronic Services and how to operate them, the Customer declares in advance that such these terms, conditions, and instructions are only for guidance and non-binding on the Bank.

35/19: The Customer shall hold the Bank free from any liability, in case of irregular or suspension of the Electronic Services or due to errors in the information extracted whereby.

35/20: The Bank agrees to provide the Customer with the Electronic Services, and the Customer shall be responsible for providing the safety and maintenance of his devices and computer and providing all necessary charges, Expenses and fees of communication, the Bank shall assume no responsibility arising out of any defect in the software used by the Customer or if the customer uses any other devices or additional software that may endanger the safety and effectiveness of the service or any viruses found in the personal computer of the Customer, which would disclose the important Customer's information, and the Customer shall solely bear all the results arising therefrom.

35/21: The Bank shall, anytime it wants, be entitled to make any amendments, changes or modifications to any of the general terms, conditions and instructions of the Banking Services provided by the Bank via Internet, the Customer shall be informed of such procedure to his address agreed on with the Bank. The Bank shall also be entitled to add new services and/or cancel existing services and/or change the software used in the service and/or the provided services and eFAWATEERcom, the Customer shall be deemed agreed thereon, if the Bank uses them.

35/22: The Bank shall, anytime it wants without being bound to give reasons, be entitled debit the Customer's Account with any fees/commissions/charges/ wages/otherwise in return for services and to take them in full, according to the commission schedule specified by the Bank.

35/23: The Bank shall be entitled to refrain from making any transfer transaction and/or paying any amounts, in case of the insufficient balance in the Customer's Account at the time on which the transfer is made covering such transactions, interests, commissions, and charges related thereto, the Bank shall also be entitled to refrain from the transfer, in case the number of times or the maximum permissible transfers per day is exceeded.

35/24: The Customer shall not transfer any amounts from his Account with the Bank, except by the maximum permissible transfers per day and within the available balance of the Account and according to the Bank's instructions in force in this regard. Otherwise, the transfer request shall be considered void, and the Bank shall assume no responsibility as a result of the failure to execute by the Customer.

35/25: The Customer undertakes not to exceed the limits permitted by the Bank to him, the Bank may, at any time at its sole discretion, adjust such limits. The Customer also undertakes not to transfer amounts exceeding the Account's balance authorized by the Bank, in any case, the Customer shall be deemed responsible for all the amounts transferred by him within the credit balance.

35/26: All of the inward remittances shall be automatically made and be debited to the Customer's Account on the day the transfer is made, after the transaction is confirmed (execution of the transaction), the customer cannot cancel the transfer order by using the Electronic Services. The Bank is not bound to issue any notices of the executed transactions, whereas these transactions shall be deemed to be made upon the prior consent of the Customer.

35/27: Funds transfer between Accounts:

- A. The Bank shall immediately execute the transfer on the same day specified by the Customer, if the transfer is to be made between the Customer's Accounts, aside from deposit Accounts to which the amount is credited and be transferred on the second Business Day.
- B. In case the transfer is made from a Customer's Account to another Customer Account with the same bank, the amount shall be debited to the Customer and credited in favour of the beneficiary at the same moment.
- C. In case of transfer from the Customer's Account to an Account in another bank, the amount shall be debited to the Customer at the same Business Day and be transferred within the subsequent three Business Days, the Bank shall not be deemed responsible for any delay beyond its control.

35/28: Upon suspension and/or cancellation of any of the Services for whatever reason, the transferor payment orders previously requested by the Customer shall remain valid and executable on the day specified by the Customer, unless the Customer requests to be cancelled and under the terms contained in the following Article hereunder.

35/29: The Customer can request any order in connection with his instructions within the fixed and entered orders through the Services and/or a written letter signed by him to be deposited in the Bank's branch, with which he deals and in which he requests to cancel the order, provided that this is made before prior to execute the transfer and/or payment order by the Bank, the Bank shall be entitled to accept, amend, or not to accept the Customer's request, at the Bank's absolute discretion.

35/30: If the customer requests a cheque book through the bank's services, the bank shall review the request and reserves the right to approve, amend, or reject it. In the event of approval to issue the cheque book, the customer must visit the bank to collect it in due form and hereby agrees in advance to have the fees and commissions determined by the bank debited from their account with the bank. If the customer fails to collect the cheque book within thirty (30) days, the cheque book shall be duly destroyed.

35/31: All the transactions made through the Electronic Services shall serve as a written authorization to the Bank by the Customer in this regard.

35/32: The Bank shall assume no liability arising from erroneously paying any bills, transactions, or receipts through the Services; such as numbers of subscriptions, files, dossier, transaction and/or any other erroneous numbers do not belong to his bill and /or transaction or as a result of erroneously transferring any amount from his Account to the Account of any company, institution, or the official departments that issue bills and/or transactions, or as a result of entering any amounts above or below the amount of the bill and/or transaction intended to be paid, and the Customer is unable to cancel or adjust any transaction made through using the Electronic Services after he has confirmed such process (execution of the process) and that the Bank is not obliged to issue any notices of the executed process.

35/33: In the event the Account is Joint, and the Account holder desires to obtain an Electronic Service, what set forth below is required:

- A. If the authorized signatory of the Account is one Person, the approval of one of the Account's parties is required in order to be subscribed in such Service and to sign the form allocated for that purpose.
- B If the authorized signatory of the Account is more than one Person jointly, the Service subscription application must be signed by all of them, and the issued Password shall be given to both parties. Any transaction made to this Account by using such Password shall be considered valid and jointly approved by the Account holders, neither of them shall be entitled to revoke such transaction or raise objection thereto.

35/34: If the Account is held by a company, the Bank may approve on the application of Electronic Service subscription submitted by the duly Authorized Person to manage the company's Accounts, provided that the Electronic Services is applied for by the Authorized Persons of the company, according to their authorizations and within the limits of authority determined and/or specified to them. In all cases, the company shall be deemed as fully liable for all consequences arising out of the usage of Electronic Services by the Authorized Person and benefiting therefrom and/or arising out of any Banking Transactions made by them in accordance with these terms, conditions, and instructions, and the company shall not be entitled to object thereto.

35/35: The Customer shall be liable for any loss or Expenses which may be incurred by him as a result of invalidity and/or inaccuracy of the data and information improperly entered by him in order to suspend any type of the Electronic Services that he requests to be executed by the Bank, and he shall remain liable towards the Bank during the period specified by the Bank.

35/36: If the Customer finds that the Bank has not executed any transaction for whatever reason, the Customer shall notify the Bank in writing within (7) days from the date on which such transaction is requested, the Bank shall examine the request and inform the Customer of the result thereof as soon as possible, provided that the Bank bears no loss that may be incurred by the Customer as a result of failure to execute such transaction for whatever reason, the Customer shall waive his right to any claim in this regard whatsoever.

35/37: It is understood by the Customer, as a subscriber to the Electronic Services, that the subscription to the Electronic Services shall be void, in the event that a decision of provisional or executive attachment is rendered against the Customer when a judgment of liquidation is issued against him, declared bankrupt, ceased paying or failed to pay, then once the Customer's movable and immovable properties have been attached, the Bank may legally impose an attachment on such properties and any of his credit Accounts' balance held with any of the Bank's branches. All the financial liabilities owed by the Customer shall be immediately due and payable, without the need to give any notice, warning, or otherwise to the Customer or any of his heirs. The Customer shall authorize the Bank to conduct set-off between the amounts owed by him, including interests and commissions, and any balance of the Customer's credit Accounts held with the Bank.

35/38: The Customer agrees that once the notice is sent by regular mail or e-mail by the Bank, according to its option, shall be considered dispositive evidence that he has received such notice, and shall entail all the consequential legal effects against him.

35/39: The Customer shall absolutely agree to deem all amounts, funds, bonds, shares, and other items of monetary value that belonging to him, whether those under the custody of the Bank (whatever the number of the accounts that he holds and in whatever currency) or those deposited with the Bank, as a security to settle all the dues owed by him under these terms, conditions, and instructions, and he shall irrevocably authorize the Bank to dispose or sell them whenever it wants, in the manner and at the rate it deems fit, and to conduct set-off between any of the Customer's credit accounts and the amount owed by him, without referring to the Customer or giving any notice, warning, or otherwise to him.

35/40: E-mail shall be considered an acceptable means of secure correspondence between the Bank and the Customer, the Customer agrees to receive electronic messages from the Bank through the Electronic Services, any message sent by the Bank to the Customer to his e-mail address affixed on the subscription application shall be deemed received by the Customer.

35/41: The Customer agrees to the actions and regulations used by the Bank to the authentication of Electronic Services and information processing which would validate the information and that such information is attributable to the Customer, including his electronic signature. The Customer agrees that the Bank may accredit any licensed entity or any entity that is being licensed or accredited for the purposes of authentication.

35/42: It has been agreed between the Bank and the Customer on performing and executing Electronic Services through electronic means, it has been agreed that the provisions of the Jordanian Electronic Transactions Law in force as amended shall be applicable to all such Services.

35/43: The Customer shall absolutely agree that all of the electronic transactions related to the Electronic Services are valid and acceptable as a proof of authenticity against him and shall be irrevocable in whatever form. Accordingly, the Customer shall finally and irrevocably forfeit his right to challenge such transactions in the future or plea for their invalidity on the understanding, for the purposes of this acknowledgement, that the electronic transactions, according to the definitions contained in the Electronic Transactions Law, including but not limited to: data, texts, figures, sounds, symbols, databases, and software together with the electronic data interchange process, which also include: facsimile, telex, and e-mail messages.

35/44: The Customer declares that the regular and electronic entries and records of the Bank and the computer printouts shall be deemed conclusive evidence and binding on the Customer, he shall not be entitled to challenge them or raise objection thereto in the future, unless the Bank receives a written objection within (15) days from the date on which the claimed error has occurred.

35/45: All the Statements, data, notices, and letters sent by the Bank to the Customer, in accordance with these terms, conditions, and instructions, shall be deemed as conclusive evidence of the validity and accuracy of all transactions executed by the Bank at the Customer's request, the Customer may not prove otherwise, to request auditing them, or to conduct accounting expertise thereon.

35/46: It is prohibited to deal in any of the virtual currencies, such as the (Bitcoin) or any other virtual currencies, in whatever manner, or replace such currencies in return for any other currency, dealing in Accounts with the Bank, sending or receiving any transfers in return for them for purchasing or selling them, in case proven otherwise, the Bank shall be entitled to immediately close the Account, without giving the Customer advance notice thereof.

### 36. Short Message Service (SMS)

36/1: These terms and conditions shall be considered an integral part of the terms and instructions of the Electronic Banking Services, which are provided by the Bank via the Internet and shall be read in conjugation therewith.

36/2: The Bank shall, from time to time, be entitled to determine and specify the scope and privileges of the short message service (SMS), and shall be entitled to make adjustments thereto, as it deems appropriate, under a notice addressed to the Customer.

36/3: The Bank could suspend or terminate the service without advance notice to the Customer, for whatever reason, which includes, but not limited to: any technical problems related to information, closure of relative Account or Accounts, technical malfunctions, maintenance, adjustment, and expansion and/or development of work which was undertaken by the telecommunications company (companies) concerned in connection with their networks or by any service provider in connection with the short message service (SMS). The Bank shall assume no legal liability or other responsibility for any suspension or termination of this type.

36/4: The Customer declares that any information received by the Customer under the SMS alerts service is for informational purposes only, and shall not, under no circumstances, be deemed as conclusive evidence regarding the matter relating thereto.

36/5: In case the Customer changes mobile phone number or any personal information, he shall immediately notify the Bank in writing, through the Electronic Services, or to contact the Phone Service Center. Otherwise, sending any short messages to his phone number provided on the Bank's records shall be correct. Moreover, the Customer shall immediately notify the Bank of any loss or theft of his mobile phone by contacting the following number: + 962 6 5100200 or any number provided to the Customer by the Bank, the Bank shall not be liable for any loss or claim arising from the transformation of any information under SMS alerts service to the assigned or designated mobile phone number prior to receiving any notice of loss or theft. After the notice of loss or theft is received, the Customer shall assume no legal liability, on the condition that the Customer acts in good faith and exerts every reasonable due diligence in safeguarding and keeping the mobile phone number assigned to him and immediately notifying the Bank of its loss or theft.

36/6: The Bank shall assume no legal liability or other responsibility for any failure or delay in transmitting and broadcasting information to the Customer or for any error in such information unless this resulting from deliberate negligence or omission from our side. Particularly, the Bank shall assume no legal liability or other responsibility for the consequences arising from any reason beyond our reasonable control, including, without specifying, failure of the communications equipment of the Customer in receiving information for whatever reason, any breakdown in communications, mechanical failure, failure in the transmission path, functional deficiencies, or technical breakdown, installation, interdiction, or accuracy of the equipment. It is understood that the Bank has not appointed any telecommunications company as its agent or representative, furthermore, there is no any cooperation, partnership, joint venture, or any other relationship between the Bank and any of such companies.

36/7: The Customer undertakes to indemnify the Bank and to hold it harmless and free from liability for any cases, claims, demands, legal liabilities, losses, damages, costs, and Expenses of whatever nature, which may arise from, incurred or experienced by the Bank as a result of our consent to provide the Customer with the short message service (SMS).

36/8: The Bank shall not be liable for any losses or damages caused by: (A) as a result of disclosing confidential information; (B) as a result of disclosing information to the mobile phone assigned or designated to the Customer, when such mobile phone designated to the Customer is in the possession of another person with the consent of the Customer; (C) losses and damages caused to the Customer's data, to his mobile phone, communications equipment or other equipment and in every time such losses and damages are caused by the use of the short message service (SMS) by the Customer, unless such losses and damages directly and solely caused by deliberate negligence or omission.

36/9: Any notice addressed by the Bank to the Customer can be conducted in that manner and by the means of communication deemed suitable by the Bank, including, without specifying, using direct postal means, publicity, display in branches, and electronic communications; such as e-mail or through the short message service (SMS). Any notice by the Customer to the Bank shall be in writing and addressed to the following address or via Customer's Bank Account on the Internet unless otherwise shown in these terms and conditions: Capital Bank of Jordan, P.O. Box: 941283, Amman 11194 -Jordan.

36/10: The Bank shall reserve the right, at all times, to change or amend the above-mentioned terms and conditions or to introduce new terms and conditions. Any changes or amendments of this type shall become valid and binding on the Customer upon being notified to the Customer by the Bank. If the Customer does is unwilling to accept such changes and amendments, the Customer may terminate the short message service (SMS) by providing the Bank with a written notice thereof.

36/11: The Customer irrevocably authorizes the Bank to the following: (A) disclose or share any information, details, or data (at the absolute Bank's option and for any purpose whatsoever) related to the Customer to any other member or associate member: inside the Capital Bank of Jordan; (B) transfer or subcontracting with any member in the Capital Bank of Jordan inside any district in order to provide any part of the short message services (SMS) which are provided to the Customer by the Bank.

36/12: The Customer shall be deemed liable for providing and maintaining his own devices and whatever is necessary to operate such devices of charges, Expenses and communication fees when he subscribes to the Service.

36/13: The Bank shall be entitled to share the information related to the Customer internally, in order to provide the Customer with the Services available at the Bank.

36/14: The availability of short message service (SMS) abroad is dependent on the telecommunications company/service operator abroad.

37. The Customer shall irrevocably forfeit adherence to the terms and conditions of the banking secrecy. The Customer authorizes the Bank to disclose any information that may be requested by any authorities domestically or overseas or required by the nature of services and transactions provided by the Bank and/or requested by the Customer. The Customer also authorizes the Bank to exchange information with other banks or any other party, which is deemed as necessary, at its absolute discretion, on any subject related to services and/or transactions that were made or will be made as a result of using such services, or if required to do so by the laws and/or instructions of anti-money laundering domestically and internationally applicable.

#### 38. Transfers Applications

38/1: The transaction application shall be subject to and governed by all applicable Jordanian Laws, regulations and instructions of the Central Bank of Jordan issued in connection thereto.

38/2: Should this application violate any Laws, regulations, or instructions in force, we hereby declare hold the Bank harmless against, and assume full liability for any such violation. Furthermore, we irrevocably undertake to pay and to indemnify the Bank for any loss, damages, fines or otherwise resulting from the said violation or breach.

38/3: We hereby declare that the total sum of the amount of this transaction plus the total amount of all other transactions made by us in the past/during the current calendar year does not exceed the maximum limit allowed by the Central Bank of Jordan.

38/4: Encashment of the transfer or payment by the Bank of the transferred funds is subject to any rules or regulations of the country where transfer is to be encashed or payment is to be made in view of the probable existence of restrictions on the currency exchange throughout the world. The liability of Capital Bank of Jordan (hereinafter referred to as the Bank) with respect to the encashment of the transfer or payment of the transferred funds shall not exceed in any case the extent to which payment may be allowed in the currency in which the transfer is drawn or transferred funds are to be under any government or other restrictions existing in the place of payment upon receipt of the payment instructions. Neither the Bank nor correspondent or agents shall be liable for any delay or loss caused by any law or orders of any government or government corporation or as a result or in consequence of any other cause whatsoever.

38/5: Should a refund from or purchase by the Bank of the transfer or of the transferred funds be requested, the refund or purchase shall only be made at the Bank's option, and in case of cheques receipt by the Bank of the cheque properly endorsed by the applicant at the prevailing purchase price for the foreign currency fewer charges, fees, Expenses and interests, provided that the Bank is in possession of the funds for which the payment instructions were issued free from any currency exchange restrictions or other restrictions.

38/6: Unless is otherwise expressly and specifically agreed upon in writing, the Bank may at its option convert into foreign value the funds received from the applicant at the Bank's selling rate on the day such funds are received. The Bank's statement in writing that it has effected such conversion shall be conclusive evidence.

38/7: Should the request to make payment be in currency other than of the country to which transfer is made, the Bank, its correspondents and agents shall not be liable if it becomes evident that the laws and regulations of the said country do not permit payment in a currency other than that of its national currency.

38/8: The Bank may take its customary actions for issuance of transfers or for remittance pursuant to this application. Moreover, the Bank shall be free on behalf of the Customer to make use of any correspondent, sub-agent or other institution, but in no case will the Bank or any of its correspondents or agents be liable for any breach, interruptions, omissions, errors or delays occurring whether by sending the transfer through a wire transfer, postal money order or cable and wireless telegraphy or any other means or any employee of such authority or for any other cause. The Bank may send a message in respect of this transfer in explicit language, code or cypher.

38/9: The Bank shall not be liable for any errors or defaults of any of its employees or of its correspondents, sub-agents or other agents, or their employees whether directly or indirectly.

38/10: It is agreed that should the instrument applied for be lost, stolen, or bankruptcy of its holder the Bank shall not issue a substitute thereof and shall not repay the amount paid prior to the lapse of 90 days as of the date of issue or 60 days as of the date of notice whichever is subsequent and provided that the applicant submits to the Bank an acceptable bond safeguarding the Bank against liability or responsibility that may arise in connection therewith. the applicant undertakes to provide the Bank with a written notice issued by the beneficiary certifying that he did not receive the said instrument nor did he endorse the same.

38/11: It is also agreed that we shall not request you for any reason whatsoever or under any circumstances to suspend the payment of the cheque or transfer under reference as to refrain from its payment until the cheque or transfer in question is lost, stolen, or bankruptcy of its holder and unless you have been notified in writing of same under our full liability and without any liability whatsoever on your part.

38/12: The Bank and all of its correspondents, agents, and employees shall not be liable for any damages and/or any loss which may be sustained by the final beneficiary as a result of the refusal of the beneficiary bank to pay the value of this bank transfer or any part thereof.

38/13: It is prohibited to deal in any of the virtual currencies, such as the (Bitcoin) or any other virtual currencies, in whatever manner, or replace such currencies in return for any other currency, dealing in Accounts with the Bank, sending or receiving any transfers in return for them for purchasing or selling them, in case proven otherwise, the Bank shall be entitled to immediately close the Account, without giving the Customer advance notice thereof.

38/14: The Bank should feel free to execute such transfers on my/our own liability, the Bank shall not be liable for any loss, delay, error, or omission that may occur during sending a SWIFT message or incorrect interpretation thereof upon receipt or for any delay caused by the laws and regulations of the country in which the payment shall be made or for any act, error, or omission caused by the beneficiary bank from transfers, the Bank shall, under no circumstance, not be liable for any loss, or direct or indirect damage.

38/15: The Bank shall not be obliged to execute transfers requests unless a sufficient balance is available in our account/accounts (applicant) covering the required transfers amount and any fees/commissions /other amounts needed to execute transfers without the need for our advance notice. If the Bank, at its absolute discretion, chooses to execute transfers requests for whatever reason without having sufficient funds in our account/accounts, then we are bound to promptly cover the amounts incurred by the Bank in the execution of such transfers subject to the interest and commissions of the rates prevailing at the Bank on the date such amount is charged to the Account, we hereby declare that this procedure by the Bank shall not give us the right to the automatic response by the Bank to the request of re-issuance of transfer without having sufficient balance.

38/16: Given the lack of sufficient balance in the Account through which transfers are required to be made, the Bank, without obligation on its part, may execute transfers by debiting any of our other accounts with the value of transfers.

38/17: Transferring amount in the required currency shall be subject to the encashment rules or any other restrictions issued by the regulatory authorities in this regard under rules and regulations of the country where the transfer is executed, the Bank shall bear no loss, delay or damage caused by such rules and regulations.

38/18: We hereby declare and agree that:

38/18/1: The Bank provides the Customers who hold Accounts with it with the issuance of a transfer service.

38/18/2: The collection of transfers shall be subject to any restrictions on encashment or any other restrictions issued by the regulatory authorities imposed under the rules and regulations of the country in which collection is made, neither the Bank nor its correspondents or agents shall be liable for any losses, delay, or damage that may be caused by such rules and regulations.

38/18/3: The Bank shall take reasonable actions to execute transfers in the Business Day after the day on which such transfers are received unless execution of transfers requires providing the Bank with information, documents, or additional data.

38/18/4: Transfers shall be executed in two Business Days, in the event that the Bank consents to execute transfers at the same business value date on which the application is submitted, it is permissible not to receive transfers by the beneficiary bank at the same value date, owing to differences in time zones of the transfers' parties banks on the one hand, and the time limits adopted by such banks for the purposes of executing inward transfers on the other hand.

38/19: We shall not be entitled to revoke transfer requests after our Account/Accounts are debited with the amounts required to be transferred. Despite this, however, if the Bank, at its absolute discretion and with due regard to the laws and instructions applicable in the beneficiary bank, agrees to return the amount for whatever reason, the Bank would have the option of paying at the prevailing purchase price for the relevant currency less all fees and commissions.

38/20: We hereby authorize the Bank to exchange information and/or any relevant documents with any institution or banks unspecified in this application, if the Bank (at its discretion) considers there is a need to do so, without the Bank being deemed in breach of any of his obligations towards us, particularly, those with respect to the bank secrecy.

38/21: We shall bear the consequence of any liability or loss that may be incurred by the Bank, as a result of recourse to the Bank by others due to the execution of transfers, including any loss that may arise for Expenses, costs, charges, fees, or any additional financial burden obligated by the Bank toward others.

38/22: The Bank shall be entitled to review all transfer fees from time to time, with notice being given to the Customer thereof.

38/23: We hold the Bank free from any liability, in the event that other entities in a beneficiary country or any other place impose an attachment /retain the value of transfers.

38/24: In case of the lack of sufficient information in the transfer issuance application, the Bank shall be held free from any liability for the delay in the execution of transfers. The Bank shall also be entitled to reject the execution of any transfer due to non-compliance with the regulatory directives, its policies, or internal procedures without giving reasons or justifications thereof.

38/25: The Bank shall, at any time it deems fit, be entitled to apply protection procedures and any other procedures, including "the exercise of due professional care" for the purpose of identity verification of any parties related to the financial transaction, the purpose of the financial transaction, or the relationship between us and the beneficiary.

38/26: Without prejudice to any of the relevant laws and instructions, we hereby authorize you to disclose the information, bills, documents, or the relevant information to any third party and to the extent which relates to the financial transaction, including our Account number/IBAN, individuals' date of birth/registration number of companies, our address, our contact details, the beneficiary's address, its contact details, and the purpose of these transfers within the outward transfers data, if the requirements of the regulatory authority at the country of the payor bank or the beneficiary country so require or as you deem fit.

38/27: We hereby declare that any transfer, issued from our Account to the beneficiary with any bank inside or outside the country where the IBAN is applied, shall be made according to the IBAN, where the name of the beneficiary or any other details shall not be relied upon, but in the countries where the IBAN is not applied, we hold you free from any liability, in case the payor bank executes transfers to the beneficiary's Account based on the Account number only without being matched to the name of the beneficiary.

38/28: The Customer shall hold the Bank free from any liability, in case any outward transfer from the Customer Account to the Beneficiary Account is debited pursuant to the IBAN or the Account number without being matched to the name of the beneficiary or any other details contained in the transfer application.

### 39. Credit Cards

In exchange for the Capital Bank of Jordan (hereinafter referred to as the "Bank") consent to grant a card for the applicant as specified below (hereinafter referred to as the Cardholder") at the request of the "Cardholder", the Cardholder consents to the terms below of using Visa Card and/or Master Cards (hereinafter referred to as the "Card").

The (guarantor) hereby commits himself and agrees to the Cardholder absolute guarantee in connection with the execution of the terms set out below, and recognizes his jointly and severally liability for settle all that is accrued on the Cardholder of amounts as a result of using the Card, regardless of the value, as long as such amounts remain outstanding, provided that his guarantee remains valid and irrevocable until notified otherwise by the Bank.

Moreover, the Cardholder and guarantor absolutely consent to deem all amounts, funds, bonds, shares, and other items of monetary value that belonging to any of them, whether those under the custody of the Bank or those deposited with the Bank or registered in the name of any of them in the Bank's records, as security to settle all the dues owed by the Cardholder and/or guarantor under the Visa and/or Master Card membership, both absolutely and irrevocably authorizes the Bank to dispose of all of the above in various kinds of disposal whenever it wants and in the manner and at the rate it deems fit, and to conduct set-off between any of their credit Accounts and the amounts owed by the Cardholder, in case of different currencies, they authorize the Bank to exchange currencies, as appropriate, in the manner and at the rate as the Bank deems fit, all of the foregoing shall be without recourse to any of them, giving warning or notice or otherwise.

#### 39/1: Issuance of Cards

39/1/1: This Card shall be used exclusively by its holder, and shall be subject to these terms and conditions of Cardholders, the Card shall remain valid until the date shown thereon expires.

39/1/2: As a precondition of the consent to accept any application for Card issuance, the Bank, at its absolute discretion, may request the applicant/cardholder to present an undertaking and /or withdrawal deed of cash deposit and/or bank guarantee in favour of the Bank of whatever amount specified by the Bank, the Bank shall keep such guarantee during the period of validity of the Card and as long as a debit balance remains available in the Card Account. If the debit balance has been taken in full, the Bank shall have to keep this guarantee for no less than ninety days from the cancellation date of this Card.

39/1/3: The Cardholder and Supplementary Cardholder/ Cardholders explicitly agree(s) that the Bank shall have the right to impose an attachment on any amounts deposited in the current Account/ term deposit account or any other Account held by the Cardholder and Supplementary Cardholders with the Bank or any other deposits with the Bank as security to issue the Card and/or any Supplementary Card/Cards for at least (90) days after the Card is cancelled and be surrendered to the Bank, and conducting set-off for all amounts due to the Bank from the Cardholder against any of such amounts, without a notice being given to the Cardholder or the Supplementary Cardholder, whether such cancellation is made by a decision taken by the Bank or at the request of the Cardholder.

39/1/4: The Bank reserves the right to change the design of the Card, at any time and without advance notice.

39/1/5: The Card shall be deemed and remain, at all times, a property of the Bank, and it shall be surrendered to the Bank immediately upon the Banks' request or its duly authorized agent. The Bank reserves the right to withdraw the Card, at its absolute discretion, and /or eliminate the use of the Card, with or without advance notice (as it deems fit and at its absolute discretion) and in whatever circumstances it deems suitable.

39/1/6: The Card is permitted to be received by the Cardholder in person or through sending it by mail or courier to the address which has been notified to the Bank by the Cardholder and on his liability.

39/1/7: Once the Card is received, it shall be immediately signed by the Cardholder. The signature of the Cardholder or his use of the Card shall serve as commitment and conclusive evidence by the Cardholder of accepting the terms and conditions of Cardholders, regardless if the Cardholder notifies the Bank of receiving the Card by him.

39/1/8: In the event that the Cardholder is unwilling to be bound by the terms and conditions of Cardholders, the Cardholder shall have to cut the Card in half, and to return such two halves to the Bank, in this case, the provisions of clause (8) of these terms shall be applied.

39/1/9: The Card shall be deemed as a non-transferable Card; the Cardholder shall have not to use it excessively. The Card may not be pledged by the Cardholder as security for whatever purpose.

## 39/2: Use of the Card

GENERAL: Visa Electron Card enables the Customer to domestically use the Capital Bank of Jordan's automated teller machines (ATMs), to withdraw and deposit cash, deposit cheques, transfer funds between accounts, request an ordinary Statement of Account by mail, request a dedicated Statement of Account, inquire about balance of accounts, change Password, and any other future banking services. Furthermore, the Card enables the Customer to use ATMs worldwide which bear the Visa Electron or Master Card logos for cash withdrawal and balance inquiry. The Card shall also allow the Customer to purchase from shops/ service centres domestically and internationally (the Merchant) through Points of Sale (POS) terminals bearing (VISA Electron) logo (debit card), which accepts/authorizes the transaction immediately after the amount, if available, is debited to the Customer's Basic Account, on which the Card is issued and/or any other related Customer's Accounts held with other branches in accordance with the arrangement made with the Bank through any of the Bank's ATMs subject to the applicable method of use and any subsequent adjustments that may be made thereto the (Account).

39/2/1: The Cardholder shall not allow any person to use the Card, he also shall permanently keep such Card and any "Password" issued for him and to keep it under his personal control.

39/2/2: The Cardholder shall be liable for all credit facilities or other facilities granted by the Bank regarding the Card together with all charges related thereto, regardless of the validity, cancellation of the Cardholders terms and conditions.

39/2/3: The Cardholder shall sign the sales receipt, Cash Advances receipt, or postal orders voucher whenever the Card is used by the Cardholder, and to keep a copy thereof. The absence of the Cardholder's signature on any sales receipts, Cash Advances, or postal order vouchers shall not relieve him from liability towards the Bank with respect to such sales, Cash Advances, or postal orders.

39/2/4: The Card is issued for use in exchange for the facilities offered by the Bank from time to time at its absolute discretion, this will include, but not be limited to:

39/2/4/1: Payment in exchange for purchasing any goods and/or services charged to the "Card Account".

39/2/4/2: Any ATM cash withdrawal made by using the Card.

39/2/4/3: The Cash Advances referred to in clause (4) of these conditions, and/or

39/2/4/4: Other facilities under prior arrangement with the Bank, if applicable.

39/2/5: In cases where the Card includes ATM cash withdrawal service, the Cardholder shall be liable for all the transactions made by using the Card, whether such transactions were made with the knowledge of the Cardholder or made by his explicit or implicit authorization. The Cardholder hereby authorizes the Bank to debit his Account, shown in the form of Card application or Card Account, with any amount withdrawn in accordance with the transaction receipt, and the Cardholder agrees that the registration of the transaction shall be deemed as conclusive and binding evidence for all purposes.

39/2/6: The Bank may issue a "Password" to the Cardholder to be used at any ATM which accepts Cards, the Cardholder agrees on the following:

39/2/6/1: It is permissible to send the Password by mail or courier to the Cardholder and on his liability.

39/2/6/2: The Cardholder shall not disclose the Password to any person, and he shall have to take every necessary precaution and due diligence to avoid the Password from being disclosed by any person.

39/2/6/3: The Cardholder shall be reasonably cautious to prevent the Card from being lost or stolen, the Cardholder shall be fully liable before the Bank for all Card Transactions which are made by using the Password, whether with or without the Cardholder knowledge.

39/2/7: Any deposits made through ATM or otherwise by using the Card at any ATM/terminal installed by the Bank, whether depositing cheques or cash, shall be subject to verification by two of the Bank's employees whom the Bank may at its absolute discretion appoint and authorize. the Cardholder agrees that the amount so verified with the knowledge of the said Bank's employees is the correct amount for the deposits so affected. Any cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque is cleared.

39/2/8: The Card may be used by the Cardholder within the Credit Limit which is notified to him by the Bank.

39/2/9: Despite the Limit of the Cardholder has not been exhausted, the Bank shall be entitled, at any time, without giving reasons and without liability towards the Cardholder, to remove and restrict the right of the Cardholder to use the Card, or not to allow any transaction to be made by using the Card.

39/2/10: The Cardholder shall adhere not to use the Card for unlawful purposes whatsoever, including purchasing goods and services which violate the provisions of the Jordanian Laws.

39/2/11: The Customer agrees to the cash withdrawal/ purchase maximum limit, and that such limit is changeable, without the need to give advance notice thereof to the Customer.

### 39/3:Cash Advance

39/3/1: The Cardholder may obtain Cash Advances at the amounts accepted by the Bank from time to time, at the Bank's absolute discretion, by the following:

39/3/1/1: Presenting the Card at any of the Bank's branches or any member institution of "Master Card" and /or "VISA" International which provides such facilities with evidence of the Cardholder identity and signing the necessary transaction record, or

39/3/1/2: Using the Card in any of the Bank's ATMs or any other institution, with which the Bank has arrangement(s) to use the ATM of the Bank or the said institution (in this case, the amount of each advance shall be further subject to the applicable daily withdrawal limit of the ATM).

39/3/2: Using the Card by the Cardholder to obtain a Cash Advance shall serve as a consent of the Cardholder to pay the fixed transaction fee for Cash Advance as prescribed by the Bank from time to time.

### 39/4: Authorization

39/4/1: Upon issuance or renewal of the Card or in exchange for a Supplementary Card issuance, the Cardholder agrees on paying to the Bank, and he authorizes the Bank to debit his Account with, an annual fee as determined by the Bank.

39/4/2: The Cardholder shall pay additional fees to the Bank as determined by the Bank and at its request, when it is requested to provide copies of sales/Cash Advances vouchers, besides any other services provided by the Bank from time to time. The Bank may change from time to time the fees or charges owed by the Cardholder to the Bank under the terms and conditions of Cardholders and within the time limit in which the fees are payable to the Bank by the Cardholder, such fees shall become effective as of the date specified by the Bank. Noting that providing copies of sales receipts shall take no less than 45 days after a written request is submitted to the Bank by the Cardholder.

39/4/3: The Cardholder shall have and undertakes not to exceed the "Credit Limit" determined to the Cardholder by the Bank unless prior written Bank's consent is obtained to increase such Limit. Furthermore, the Cardholder undertakes not to make any purchase or transaction that may cause an increase in the total debit balance of the Cardholder's obligations towards the Bank under all such purchases and transactions beyond the Limit. If the Cardholder exceeds the Credit Limit, in violation of this Article's provisions, the Cardholder shall promptly pay to the Bank, at the Bank's request, the full amount which exceeds the Limit, plus the amount payable under Article (5-8) of these terms and conditions of Cardholders, together with the commissions and any other charges and the interests at the rate prevailing on the date when the Account was charged in conformity with the instructions of the Central Bank of Jordan. Furthermore, the Cardholder authorizes the Bank to debit his Account with all or any of such amounts along with the right of the Bank to debit the Cardholder's Account with a cash withdrawal fee in conformity with the regulations and instructions of Master Card and/or VISA International. In the event the Cardholder fails to pay the full amount requested by the Bank as described above, all the outstanding balance in the Cardholder Account shall be due and immediately payable.

39/4/4: If the Cardholder exceeds the determined Credit Limit without prior consent, the Bank may at its sole discretion immediately cancel the Card, without having to notify its holder thereof, all the outstanding amounts shall be due and immediately payable.

39/4/5: The Card Account shall be debited with all the amounts paid to purchase goods and/or provide services and Cash Advances, all Card Transactions made by using the Card, all annual fees, trading fees, additional Expenses, interests' fees, or overdue payments fees, in the currency used for this purpose, which is reflected in the Statement of Account.

39/3/6: The Cardholder absolutely authorizes the Bank to debit his Account, shown in the subscription application, with all the amounts owed by using the Card by the Cardholder, including the commissions and interest on any day that the Bank deems fit. The Cardholder undertakes to keep sufficient amounts in his said Account to cover all of his withdrawals that made by using the Card inside and outside the Hashemite Kingdom of Jordan.

39/4/7: The Cardholder irrevocably authorizes the Bank, without the Bank assuming any liability, to increase or decrease the withdrawals limit of the Card, without recourse to the Cardholder, as it deems fit and without the need to give reasons, provided that such right remains valid and continuous throughout the Card validity period and its renewals.

39/4/8: In the event that there is insufficient balance in the Cardholder's Account to cover the full value of the amount and the commissions due on the Card, the Bank shall have the absolute power to charge the said Account's debit balance with an interest at the rate prevailing on the date when the Account was charged in conformity with the instructions of the Bank and in the light of the regulations and instructions of the Central Bank of Jordan.

39/4/9: If the Cardholder fails to pay the minimum payment on the payment due date, overdue payment fees shall be imposed on him by the Bank as it determines.

39/4/10: All the amounts which are paid by the Cardholder shall be in the currency used in the Card Account's bills.

39/4/11: All the payments received by the Bank from the Cardholder may be used in accordance with the following order or in accordance with any other priorities, as the Bank deems fit:

39/4/11/1: All the unpaid interests, fees, Cash Advances, costs, and other charges set out in any previous Statement of Account.

39/4/11/2: All the unpaid interests, fees, Cash Advances, costs, and other charges set out in the current Statement of Account.

39/4/11/3: All the unpaid Card Transactions and fees set out in any previous Statement of Account.

39/4/11/4: All the unpaid Card Transactions and fees set out in the current Statement of Account.

39/4/11/5: All the Cash Advances and Card Transactions not set out yet in the current Statement of Account.

39/4/12: The Bank, at its absolute discretion, has the right to change the rate or method of calculation of annual fees, trading fees, additional fees, interests' fees, minimum payment and /or overdue payments fees or any other fees.

39/4/13: If the Cardholder objects to a transaction, and subsequently it was confirmed that such transaction was made by him, the Bank reserves the right to impose fees on the principal amount together with the interest on the date that such transaction was finalized.

39/4/14: The Bank's acceptance of overdue payments, partial payments, cheques, or funds transfer marked as constituting payment in full or any waiver of any right by the Bank or any indulgence granted by the Bank to the Cardholder shall not prevent the Bank from later enforcing any of its rights under the terms and conditions of cardholders to collect the amounts due hereunder and such acceptance shall not prevent the Bank from later enforcing any of its rights under these terms to collect the amounts due hereunder, and such acceptance shall not serve as an approval by the Bank to modify these Terms in any respect.

39/4/15: The Cardholder explicitly agrees, under these terms and conditions of Cardholders, that if there are at any time any amounts owed by him to the Bank under the Card Account, or if the Cardholder was requested by the Bank under any Bank Account, any other current Account or otherwise in any manner whatsoever, or in the event that the Cardholder breaches the terms of such Accounts or any other bank facilities granted by the Bank to the Cardholder, in this case, the outstanding balance on the Card Account shall become immediately due and payable and the provisions of Article 8 hereof shall be applicable.

39/4/16: Notwithstanding the Bank exercises any of its rights, under these terms, the interest, finance charges, and payment fees which are specified at the rates determined by the Bank, will continue to be charged to any amounts that remain due and outstanding, this shall be applied when the Bank exercises any of its rights. In the event that a decision is obtained with respect to pay whatever amount to the Bank, the interest, finance charges, and overdue payments fees on the amounts which are judged in favour of the Bank as from the date this decision is delivered until full payment of the amount adjudged in favour of the Bank.

39/4/17: Any cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the payor bank. Any cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account.

39/4/18: If payment is made by the Cardholder through cash or cheque deposit by using any of the ATMs/terminals specified by the Bank, the Bank shall not be liable for any loss or delay arising out of using such ATM/terminal. Cheques that are deposited in any ATM/terminal shall be credited to the Card Account after being verification by the Bank (which verification shall be conclusive and binding against the Cardholder) and any Statement of Account issued at the time of deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank as to its correctness.

39/4/19: The cardholder and the guarantor agree that any Bank's records of any transaction made by using the Card shall be conclusive proof and binding on the Cardholder for all purposes. The cardholder and the guarantor waive and forfeit any legal right permitting them to challenge such evidence or object thereto. Furthermore, they waive any legal right permitting them to request the Bank to produce its books, entries, or to audit its accounts by any court.

39/4/20: Non-receipt of the Statement of Account shall not be interpreted by the Cardholder to be sufficient reason for failure to pay the due amounts on their maturity date.

39/4/21: Any reimbursements shall be credited by the Bank to the Card Account of the Cardholder, only when a credit voucher properly issued by the Merchant is received.

39/4/22: The Cardholder shall not be permitted to transfer funds from one Card Account to another in settlement of the dues of a Card Account unless prior and explicit arrangements thereon were made with the Bank.

39/4/23: Reliance shall be upon the value of the amounts deposited in the ATM and not upon the data that the Customer records at the time of deposit. The Customer authorizes the Bank to credit the actual deposited amount to the Account.

39/4/24: If there is difference between the amount debited upon cash withdrawal and the amount that was received by the Customer, or if the Customer did not receive any amount, the Customer must notify the Bank thereof in writing in the next Business Day at the least. Otherwise, the Bank shall not be liable towards the Customer for any differences, the results of cash counting that conducted by the Bank shall be the reference in judging the validity of the Customer's claim of shortage.

39/4/25: In case of having a transaction recorded on the Card's Statement of Account which is not executed by the Customer, he shall have the right to object, and in case he proves his right to claim the chargeback amount, it will not be credited to his Account unless it was collected actually from the collecting Bank and charged to the Bank's Account, noting that the collection period may take two months according to Visa International Regulations. In case the Customer fails to prove his claim, the Bank will deduct charges and fees against its efforts or against paying any other amounts arising from such a claim to the collecting bank or any other party.

39/4/26: The information displayed on the screen of ATM are deemed as part of the dealing terms. The Bank decision is deemed as acceptable evidence for the proof of these terms.

### 39/5: Supplementary Card / Joint and Several Liability

39/5/1: The Bank, at its absolute discretion, may issue a Supplementary Card for a Person at a written request of the Principal Cardholder to be approved by the Bank, the issuance of the Supplementary Card (Cards) shall be subject to the terms and conditions that the Bank deems necessary.

39/5/2: all the terms and clauses applicable to the Cardholder under such terms shall apply mutatis mutandis (i.e. With the necessary changes) to the Supplementary Cardholder. To this effect, the terms "Cardholder" and "Card" shall be read and construed as if the terms "Supplementary Cardholder" and "Supplementary Card" have replaced them. Every Supplementary Cardholder shall be jointly and severally liable with the Principal Cardholder for the costs of all goods, services, and Cash Advances obtained and all Transactions generated by the use of the Card.

39/5/3: The Bank, at its absolute discretion, may file lawsuits or legal proceedings under this subsection against the Principal Cardholder, Supplementary Cardholder, or both.

39/5/4: The Credit Limit assigned to the Principal Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder. The Principal Cardholder and the Supplementary Cardholder shall not permit their respective Cards to exceed the Credit Limit.

39/5/5: The Validity of the Supplementary Card is dependent on the Validity of the Principal Card. Upon termination of the Supplementary Card or the agreement of the Supplementary Cardholder with the Bank, for whatever reason, shall not terminate the Principal Card or the agreement of the Principal Cardholder with the Bank.

39/5/6: The undertakings, liabilities and the obligations of the Principal Cardholder and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute, counterclaim or right to set-off which the Principal Cardholder and the Supplementary Cardholder may have against each other.

39/5/7: Further to the above, as a separate undertaking, the Principal Cardholder shall be fully liable before the Bank for all charges and responsibilities incurred by the Principal Cardholder and Supplementary Cardholder, notwithstanding any legal proceeding or incapacity of the Supplementary Cardholder. Furthermore, the Principal Cardholder shall indemnify the Bank against any losses, damages, liability, fees, or charges whether legal or otherwise incurred by the Bank due to any breach of these Terms and Conditions of Cardholders by the Supplementary Cardholder.

### 39/6: Loss of Card / Password

39/6/1: In the event that the Card is lost or stolen or the Password is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof and of the Card to the Bank and the Police of the country where such loss or theft or disclosure occurred.

39/6/2: The Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Card Account arising from any Card Transactions, goods or services supplied by the Merchants, Cash Advances or ATM transactions effected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.

39/6/3: The Bank, at its absolute discretion, may issue a replacement for any lost or stolen Card or a new Password on these Terms and Conditions or such other Terms and Conditions the Bank may deem fit, the Bank shall reserve its right to debit the Cardholder's Account with the fees of replacement Card issuance, at the value determined by the Bank.

39/6/4: In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return the same cut in half to the Bank without using it. The Cardholder shall not use the Password after reporting to the Bank of the disclosure of the same to any party.

#### 39/7: Termination

39/7/1: The Bank shall reserve the Card's property and shall have the absolute power to cancel such Card at any time and without giving reasons and without the need for addressing an advance notice or notification and shall assume no liability whatever the outcome is, the Cardholder shall return the Card/ Supplementary Cards issued to him by the Bank, in this case, the Card balance together with interest, commissions, and other charges shall be immediately payable.

39/7/2: The Bank terminates the use of the Card without notice, in case of the death, bankruptcy, insolvency, or incapacity of the Cardholder, or when the residence of the Cardholder becomes unknown as a result of any reason not attributed to the Bank.

39/7/3: In case of imposition attachment on the properties of the Cardholder, or judgment issued on the attachment of his properties and/or dissolution of his properties and/or he declared bankruptcy and/he becomes unable to pay and/or becomes incapable or in case he breaches these terms and conditions or any of them or in case of discontinuous payment or his death, then the Principal and Supplementary Cardholder(s) shall cease to use the Card(s) and such Card(s) shall be returned to the Bank cut in half, and all the amounts owed by the Cardholder shall become payable without the need for a warning, notice or otherwise, provided that such obligation applies to his heirs/successors afterwards without raising any objection by them.

39/7/4: The Bank shall not be liable for refunding the annual membership fee for or any part thereof in the event of the termination of the Card Account or cancellation of either or all Cards.

39/7/5: Notwithstanding the payment provisions outlined under Article (5) above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Card Account shall be payable immediately in full upon the termination of these terms and conditions in conformity with the terms and conditions of Cardholders.

39/7/6: The Customer reserves the right to cancel his subscription at any time once he notifies the Bank thereof in writing and returns the Card and any Supplementary Cards, however, the Customer remains liable for the payment of all financial obligations arising from using the Card.

39/7/7: The Cardholder and/or his heirs shall be liable for the settlement of debit balances on the Card Account, they shall indemnify the Bank for all costs (including legal fees and Expenses) and charges incurred in exchange for the recovery of such outstanding balances.

## 39/8: Exemptions and Exclusions

39/8/1: The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising out of any loss or damage howsoever incurred or suffered by the Cardholder due to the Bank or a Merchant or other bank or financial institution or any ATM or other terminal refusing to allow a Card Transaction or rejecting to accept the Card or Customer User-ID or rejecting to provide Cash Advances up to the Credit Limit or to provide anything at all.

39/8/2: The Bank shall not be liable for rejecting of any Merchant or member institution of MasterCard and/or Visa International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or nonperformance by a Merchant of a Card Transaction.

39/8/3: Any dispute between the Cardholder and any Merchant, bank, financial institution or any other Person. The Cardholder's liability to the Bank shall not in any way be affected by such dispute, counterclaim or right to set-off which the Cardholder may have against such Merchant, bank, financial institution or person. And no lawsuit filed by the Cardholder against the Merchant shall be a subject of a claim against the Bank.

39/8/4: The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage of whatever nature arising out of non-operational, defect or malfunction in any of the ATMs, communication device, facilities, data processing system, broadcasting link, any industrial dispute, or otherwise or due to insufficient funds temporarily in such devices or whatever reason whether beyond the Bank's control or otherwise.

## 39/9: Disclosure of Information

39/9/1: The Cardholder explicitly agrees to permit the Bank to disclose and furnish, as it deems fit whether inside or outside the Hashemite Kingdom of Jordan, information concerning his Accounts with the Bank or his relationships, to and between:

39/9/1/1: The Bank's head office, any of its offices, branches, subsidiaries, representative offices, affiliates, relevant companies or partners.

39/9/1/2: Any associate or sub associate, actual or proposed, in the Bank's right concerning Accounts, or any of its shops or any substitute to the Bank's rights concerning Accounts.

39/9/1/3: Any service provider agent, contractor, or a third party, who provides the Bank with any type of services relating to the conduct of its business.

39/4/11/4: Any financial institution (with which the Cardholder deals and proposes to deal with) in order to examine his Accounts.

39/9/2: The Cardholder consents to the disclosure of the last known address of the Customer to any bank or Visa/MasterCard International or its successors and the disclosure of the Card numbers of the new, renewed or replacement Cards to Merchants and other relevant interested persons.

39/9/3: The Cardholder shall, whenever so requested by the Bank, provide the Bank with the statements related to his financial position, furthermore, the Cardholder authorizes the Bank to validate such statements. If the Bank has not provided with such statements at request, the Bank may at -its absolute discretion- reject to renew the Card or to cancel it immediately.

39/9/4: Apart from those mentioned above, the Bank will seek to keep secrecy over the Account's information to the extent requested under the local laws and regulations.

#### 39/10: Indemnity

39/10/1: The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and Expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions of Cardholders or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and charges are inclusive of legal costs and attorney's fees incurred by the Bank in enforcing and seeking enforcement of such Terms and Conditions or otherwise may be debited to the Card Account and shall be payable by the Cardholder.

#### 39/11: Right to Set-off

39/11/1: In addition to any right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may, at its absolute discretion at any time and without notice, combine and consolidate all or any account(s) held by Cardholder with the Bank of whatever description and wherever located and whether in Jordanian Dinar or in any other currency or setoff or transfer any sum standing to the credit of any such account(s) including a Joint Account with a Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wherever located and whether in Jordanian Dinar or any other currency and may do so notwithstanding that the balances of such account(s) and the sums due may not be expressed in the same currency, and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.

39/11/2: For the purpose of enabling the Bank to preserve intact the liability of any party including the Cardholder once a court order is obtained or a lawsuit is filed to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank deems fit, the Bank may at any time place and keep for such time as the Bank may deem fit any monies received, recovered or realized hereunder or under any other security or guarantee to the Credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof towards the discharge of the sums due and owing to the Bank.

### 39/12: Communications

39/12/1: The Cardholder must promptly notify the Bank in writing of any changes in employment, business, address, or business /office/ accommodation phone number of the Principal Cardholder and /or Supplementary Cardholder.

39/12/2: All Cards, UserIDs, notices, Statement of Account, demands, or any other communications under these Terms and Conditions (hereinafter referred to as "Communications") may be delivered personally or sent by ordinary post to the last known billing address or other address of the Cardholder, and such communications shall be deemed to have been served on the Cardholder on the day of delivery if delivered by hand, on the next Business Day after posting, if sent by post. All communications under these Terms and Conditions sent to the Principal Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

### 39/13: Authorization and Indemnity with respect to the Instructions issued by Telephone, Telex, and Facsimile.

39/13/1: The Cardholder authorizes the Bank in reliance upon and in pursuance of any notice, directive, demand, or any other message that may be issued from time to time by the Cardholder through telephone, telex, and facsimile or be construed as being issued by him or on his behalf ("Instructions") without queries from the Bank's side, including - Without prejudice to the generality of the foregoing- with regard to the authority or identity of the person who issues the Instructions or is construed as being issued by him, notwithstanding the prevailing circumstances at the time of receiving such Instructions. The Bank shall be entitled to handle the Instructions as being issued under a full authorization of the Cardholder and binding on him, the Bank shall be entitled to take the necessary steps with respect to the Instructions or based thereon, as the Bank deems fit, whether such Instructions contain directives to pay funds, to debit or credit any Account, or in connection with disposal of any funds, securities, or documents, or be construed as binding the Cardholder to any agreement or other arrangements by the Bank or with any other person, or that such Instructions bind the Cardholder to any other type of dealings or arrangements whatsoever, notwithstanding the nature of the dealing, arrangement, or the amount related thereto, despite any errors, ambiguity, or lack of clarity of the Instructions' clauses.

39/13/2: Under the terms of this authorization and indemnity, the Bank shall not be obliged to accept such Instructions and to act thereunder if they contain the following:

- Changes in the authorization.
- Changes in the Authorized signatories.
- Granting a power of attorney to another person or commission.
- Closing the Account/Accounts and transferring the remaining balances in any manner.
- Claims and damages.

Given the Bank acts under the terms of this authorization and indemnity, accordingly, the Cardholder irrevocably undertakes to indemnify the Bank at all times for all losses, claims, lawsuits, legal proceedings, costs and Expenses incurred and borne by the Bank of whatever type or reason as a consequence of the Instructions or what relating thereto. The terms of this authorization and indemnity shall continue in full force and effect unless the Bank receives a notice to their termination by the Cardholder under the terms of authorization, and the Bank shall be entitled to a reasonable period to act thereunder, otherwise, this termination shall not hold the Cardholder free from any liability under this authorization and indemnity in connection with any act performed in accordance with the terms of this authorization and indemnity before the expiry of that period.

39/13/3: Any Instructions sent to the Bank by the Cardholder by facsimile shall be deemed effective and binding on the Cardholder, the Bank may act under such Instructions and may use pictures from the facsimile as evidence before courts of law.

**39/14: GENERAL:**

39/14/1: The Bank shall not be liable for its acts in good faith when executing the Instructions of the Cardholder.

39/14/2: The Cardholder shall sign any additional documents as may be requested by the Bank from time to time.

39/14/3: All fees related to these terms and conditions of Cardholders or related thereto shall be non-reimbursable.

39/14/4: The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under these terms.

39/14/5: The Bank shall be entitled at any time without the consent of the Cardholder and/or guarantor or without being notified thereof to assign the whole or any part of its rights or obligations under these terms and conditions to any third party whatsoever, whether a bank or otherwise or to more than one party, whether individually or collectively together with all collaterals or part thereof.

39/14/6: The customer shall be notified, through the available and agreed-upon communication channels, of the card renewal date and the related fees and commissions at least one month prior to the card's expiration date.

39/14/7: The Cardholder authorizes the Bank at its discretion to record any instructions and to use such records as evidence in courts of law or other legal proceedings.

39/14/8: The Cardholder shall indemnify the Bank against any consequences, claims, proceedings, or losses that may arise or be incurred by reason of executing the telephonic instructions from or purported to be from the Cardholder.

39/14/9: The rights and remedies herein provided are cumulative and not confined to any rights or remedies provided by law.

39/14/10: The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his obligations herein to anyone else.

39/14/11: Each of these Terms and Conditions shall be severable and distinct from one another, and if at any time any one or more of such Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

39/14/12: The Bank may at any time waive, unconditionally or otherwise, any of these Terms and Conditions or any default or breach in execution by the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Bank or any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything is done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver of any of these Terms and Conditions.

39/14/13: In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications, or otherwise set out in respect of these offers, furthermore, such products/services shall be subject to the possibility of their availability and such products/services will be made available on a priority basis.

39/14/14: In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held liable where any of the Merchants withdraws, cancels, alters, or amends these products/services. Furthermore, the Bank reserves the right to change the benefits available to Cardholder at any time without advance notice.

39/14/15: The Bank shall be liable for goods and services purchased by the Cardholder, in all circumstances, the Cardholder shall pay the amounts requested by him under these bonds without raising any objections of whatever type.

39/14/16: The Cardholder and guarantor authorizes the Bank to take any actions that it deems fit and/or necessary for the purposes of applying the local and international laws and regulations of combating money-laundering and terrorist financing in whatever form, including, but not limited to, closing any opened accounts of the Cardholder and guarantor, rejecting any incoming transfers or applications to their accounts and/or transactions with the Bank, and to impose attachment immediately or at any time thereafter on any amount from any Account and/or deposit and/or transfer of the Cardholder and guarantor with the Bank and in whatever currency without obligation on its part to take their written consent thereto and without the need to be notified of the reasons for taking such action waiving their right to recourse to the Bank, its directors of the board therein, Authorized Persons, and managers to any demand or claim whatsoever, whether directly or indirectly, provided that the content of this authorization is deemed final, conclusive and/or irrevocable.

### 39/15: Amendments to Terms

39/15/1: The Bank may from time to time change finance terms/ these Terms and Conditions subject to the requirements of the law, once any such changes are notified to the Cardholder by the Bank either in writing or by publication thereof. Such Changes shall apply on the effective date specified by the Bank and shall apply to all interests, fees, Cash Advances, charges, costs and Card Transactions. The Cardholder agrees that such amendment shall become binding on him from the date of the said notice or the date specified by the Bank, even if the Cardholder did not receive the said notice for any reason whatsoever.

39/15/2: Retention or use of the Card after the effective date of any such amendments to the Terms and Conditions shall be deemed to constitute acceptance of such amendments without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving advance written notice to the Bank and return the Card cut in half to the Bank prior to the effective date. The provisions of Article (8) shall be applied and upon such termination, the annual paid fees shall not be refunded.

40. The Terms and Conditions of dealing with the Bank through ID FACE/ID TOUCH Pattern Feature provided by the Capital Mobile application.

40/1: Definition of dealing with the Bank through the Pattern Feature: The pattern is a code entered by the Customer into his mobile phone, which operates as an electronic signature chosen by the Customer to access to Capital Mobile application after entering his user name and Password through clicking the settings menu and activating the service of accessing to Capital Mobile application by using the pattern instead of the access code and Password.

40/2: Description of dealing with Capital Bank Service through the Pattern Feature: It is an optional method offered to the Customer to deal with the Banking Services provided by Capital Bank through this service, which is secure insofar as the Customer keeps his phone and not permit another person or user to use his pattern, and the Customer shall bear the full liability and risks resulting from the failure to abide thereby. Whereas the Customer voluntarily agrees to deal with such feature that allows him to access to Capital Mobile application via his mobile phone and to execute any Banking Services offered by the Bank, which could be adjusted at any time by adding or deleting any of such services, through the use of the pattern stored on the Bank's servers. Whereas dealing with such a feature is deemed as an alternate method and replaces the use of access codes and Passwords.

40/3: Description of dealing with Capital Bank Service through the (ID Touch) Feature: It is an optional method offered to the Customer to deal with the Banking Services provided by Capital Bank through this service, which is secure insofar as the Customer keeps his phone and not permit another person or user to use his pattern, and the Customer shall bear the full liability and risks resulting from the failure to abide thereby. Whereas the Customer voluntarily agrees to deal with such feature that allows him to access to Capital Mobile application via his mobile phone and to execute any Banking Services offered by the Bank, which could be adjusted at any time by adding or deleting any of such services, through the use of the fingerprints stored on his mobile phone. Whereas (ID Touch) feature is deemed as an alternate method and replaces the use of access codes and Passwords.

40/4: Description of dealing with Capital Bank Service through the (ID Face) Feature: It is an optional method offered to the Customer to deal with the Banking Services provided by Capital Bank through this service, which is secure insofar as the Customer keeps his phone and not permit another person or user to use his pattern, and the Customer shall bear the full liability and risks resulting from the failure to abide thereby. Whereas the Customer voluntarily agrees to deal with such feature that allows him to access to Capital Mobile application via his mobile phone and to execute any Banking Services offered by the Bank, which could be adjusted at any time by adding or deleting any of such services, through the use of the fingerprints stored on his mobile phone. Whereas (ID Face) feature is deemed as an alternate method and replaces the use of access codes and Passwords.

40/5: As the Customer become acquainted with such service, he voluntarily agrees to deal through which and on his liability in accordance with the following terms:

40/5/1: The Customer fully and irrevocably authorizes Capital Bank to execute any services requested by him and on the full liability of the Customer through this feature, in the event that the Customer allows storing the ID Face/ID Touch for another user, then such user shall be deemed as an authorized agent of the Customer.

40/5/2: The Customer shall assume the liability for keeping the phone and ID Face/ID Touch stored thereon, and that any transaction executed by the Bank through such feature shall be deemed as Instructions issued by the Customer by default as if such Instructions are executed through the use of access codes and Passwords and shall operate as the Customer's signature himself, notwithstanding the ID Face/ID Touch stored on the Customer's phone and whether such ID Face/ID Touch belongs to him or allows another user to store the ID Face/ID Touch on his phone.

40/5/3: The Customer is fully aware that the Bank does not keep a pattern of ID Face/ID Touch stored on his phone. Accordingly, mere execution of any transactions offered through such service shall be considered conclusive and decisive evidence of such transaction's validity, without the need to present any other technical evidence.

40/5/4: The Customer shall promptly and without delay inform the Bank of the possibility of storing the ID Face/ ID Touch by another person or user on his mobile phone, and shall bear the consequences of any transactions made by another user.

40/5/5: The Customer fully and irrevocably authorizes the Bank to execute any services requested by him and on the full liability of the Customer through this pattern feature.

40/5/6: The Customer shall assume the liability for keeping the phone and stored pattern, and that any transaction executed by the Bank through this feature shall be deemed as Instructions issued by the Customer by default as if such Instructions are executed through the use of access codes and Passwords and shall operate as the Customer's signature himself.

40/5/7: The Customer shall promptly and without delay inform the Bank of the possibility of accessing the pattern stored on his mobile phone by another person or user, and shall bear the consequences of any transactions made by another user.

40/5/8: The Customer declares that the service activation procedures that allowing him to access dealing with the Bank through the Pattern Feature shall serve as the electronic signature within the meaning of the Electronic Transactions Law and Personal Data Protection Law and

shall be deemed as an access point for any transaction or service requested by the Customer as if he signed each of them.

40/5/9: The Bank shall be entitled to temporarily suspend the service for any period without the need to notify the Customer if such suspension is related to the security and safety of the Customer's Account or the Bank system.

40/5/10: The Bank shall be entitled to suspend the service partially /completely with advance notice thereof given to the Customer.

40/5/11: The Customer shall assume the liability for his use of any software or hardware that could endanger the security and effectiveness of the service and disclose the Customer's data, the Customer shall bear all the consequences and absolve the Bank from any liability in this regard.

40/5/12: The Bank shall not be liable in the event of irregularity or non-operational of the service, depending on the capabilities of the mobile phone used.

#### 41. The Special Terms of Online Internet Banking Services

41/1: The Bank shall provide the Customer with detailed instructions of the services through the "Bank" website, the service instruction manual or in any other manner as the Bank deems fit, which the Customer undertakes to follow accurately upon usage. The customer undertakes that he has known and understood the mechanism of these services and any information provided by the Bank is considered for guidance only.

41/2: The Bank is offering the services through the communications networks (Internet/ Fixed Phone/ Mobile), utilizing the best security measures, but the Bank is not liable for any errors that might be occurred due to the unprotected and open nature of such networks. Therefore, the customer shall be solely liable for all risks inherent in, or resulting from using the services to which the customer has subscribed.

41/3: The Customer shall assume the liability for his use of any software or hardware that could endanger the security and effectiveness of the service and disclose the Customer's data, the Customer shall bear all the consequences and absolve the Bank from any liability in this regard.

41/4: The Customer may request to cancel the online internet banking service by a written notice delivered by him to the Bank.

41/5: The Bank shall not be liable in the event of irregularity or the non-operational of the service or if inaccurate information is given through the service, depending on the capabilities and coverage of telecommunications companies and service providers in countries.

41/6: The Bank shall be entitled not to execute any funds transfer to the Customer if the Customer does not maintain sufficient credit balance in the Account at the time the transfer is made, as well as if the transfer amount exceeds the maximum permissible transfers per day.

41/7: The Bank shall be entitled to share the information related to the Customer internally, in order to be provided with the Services available at the Bank.

41/8: The Bank shall be entitled not to execute any funds transfer to the Customer if the Customer does not maintain sufficient credit balance in the Account at the time the transfer is made, as well as if the transfer amount exceeds the maximum permissible transfers per day.

41/9: The transfer shall be automatically executed on the day specified by the Customer if the transfer is to be made between the Accounts held with Capital Bank, otherwise, the transfer shall be executed within two Business Days, the amount shall be debited to the Customer's Account on the day the transfer is executed at the prevailing transfer rate on that date.

41/10: The Bank shall be entitled at any time to adjust the daily limit for transfers without obtaining the Customer's prior consent.

41/11: The Customer may cancel any of the repeated transfers (which are such funds transfers set to be executed repeatedly by the Customer) or future transfers (which are such funds transfers set to be executed in future by the Customer), in the event that such transfers are not executed through the Electronic Services.

41/12: When the service is terminated at the Customer's request or for any other reason, all the future and repeated transfers that are executed through this service shall be terminated.

41/13: The Customer cannot cancel any financial transaction that was requested and executed through using the online internet banking service or Capital Bank's application.

41/14: The online internet banking service allowing the Customer requesting a cheque book which is subject to examination by the Bank. In the case it is approved, the Customer shall check with the branch with which he deals to receive the book, or it will be sent to him by mail when he agrees to this.

- A. When the Customer chooses to be subscribed to personal services through the branch, the Bank shall provide the Customer with an envelope contains the user name and the one-time Password related to access the service and guidance for the service.
- B. When the Customer uses this service for the first time, the service requests the Customer to amend the user name and the one-time Password referred to in clause (A) above.

41/15: If the Customer subscribes to third party funds transfer service, the Customer shall solely assume the liability that may arise as a result of debiting his account using the online internet banking service, or the liability for erroneously transferring any amount to another Customer's Account, the Bank shall be entitled to reject execution any transfer request to a third party at its absolute discretion and the Customer shall not be entitled to object thereto.

41/16: The Customer who subscribed to third party funds transfer service shall be requested to enter the (OTP) ONE TIME PASSWORD.

41/17: The Bank shall be entitled to suspend the service partially /completely with advance notice thereof given to the Customer.

41/18: The Customer shall pay the fees/charges determined by the Bank for each cash transfer transaction to local and offshore banks, issue a cheque book, request a balance certificate, commissions, pay bills or any other fees/charges against the services delivered in accordance with the list of prescribed fees at that time.

41/19: If the Customer finds that there is a transaction recorded in the Customer's financial transactions' history and/or within the service options which is reviewed by the Customer through the service which is not executed by him, then the Customer shall inform the Bank within 15 days; otherwise, the Bank will prove that such transaction has been made by the Customer. In the event the Customer reports a complaint that he has not made a transaction recorded in his financial transactions' history, the Bank conducts a thorough investigation to verify that. The Customer shall provide the Bank with his name, Account number, and transaction reference number, and the Customer shall be informed by the Bank of the result of such investigation as soon as possible.

41/20: The secure electronic mail service, provided through the Online Internet Banking Service or Capital Bank application, is used as a mean of acceptable dealing by the Bank and the Customer. The Customer must send e-mail messages to the Bank only through the service. The Customer agrees to receive e-mail messages from the Bank through the service. The Customer is considered a recipient of any message the Bank sends to the Customer by this mean, and the Customer may not maintain Bank secrecy in the case any information leaks and/or is conveyed to others.

41/21: The Customer may directly subscribe to the online internet banking service by using the Visa Electron Card number and its Password through log onto its link available at the Bank website or through downloading Capital Mobile application.

41/22: In the event that the Customer incorrectly enters the Visa Electron Card's Password, upon direct subscription, beyond the permissible limit, then the use of Visa Electron Card for direct subscription shall be suspended and the Customer may reactivate such Card by contacting Phone Service Center or by the branch.

41/23: The service will be automatically locked in case Access Password was entered incorrectly beyond the permissible limit. The Customer will have to refer to any of the Bank branches to re-activate the service.

41/24: The Customer is advised to change the Password periodically when first access to the service, and he is fully liable for safeguarding his User-ID, Passwords, PIN and any other information provided to him by the Bank. The Customer shall be fully liable for safeguarding VISA Electron Card and its Password, user name and PIN and any other information provided to him by the Bank, and keep them in separate secure places, and not to release them to anyone. The Customer should exercise extreme caution when using the service on a PC /or another smart device. The Bank shall not assume any responsibility or harm that may arise as a consequence of the misuse of this Service or due to the Customer's breach of this obligation.

41/25: In case the Passwords or PIN is lost/stolen the Customer must report the incident to the Bank immediately so that the Bank will stop the service. To re-activate the service, the Customer must apply to reissue new VISA Electron Card / PIN and Password and the Customer shall pay any charges or commissions arising therefrom as applicable by the Bank.

41/26: The VISA Electron Card and its Password/ Customer's mobile phone number/ user name and Accounts number PIN/Password shall be considered the identification means to verify the customer's identity, therefore all transactions executed by using them and anyone using them will be considered the Customer. The Customer shall be liable for all transactions executed by using his identification means and responsible for any change, loss or transfer of any of such means to others until the Bank is able to suspend the service based on notifying the Customer through the methods that agreed with the Bank and subsequently by a written notice received by the Bank from the Customer.

41/27: Account Opening through Online Internet Banking Service:

- A. The Customer may only open current and Savings Accounts.
- B. In case the Customer opened a current account, he shall be committed to transferring the minimum amount required for opening that account.
- C. The Customer agrees that the same account information, authorized signature and correspondence address of his existing account(s) shall apply for the new account that was requested to be opened by using this service.

41/28: The Bank shall have the right to change or amend the service instructions after advance notice to the Customer (in writing/ electronically) to the Customer's address held with the Bank. If the Customer uses the service after the change of the instructions with no written / electronic objection, the Customer shall be considered as agreeing thereto. Furthermore, the Bank has the right to change the technology used in the service(s) offered without advance notice and without giving any reasons to the Customer.

41/29: The Bank may temporarily suspend the service owing to security concerns, otherwise, the Bank shall have to inform the Customer in writing (determine the number of days) prior to the date of service suspension. The Customer may request to temporarily suspend the service by written notice to the Bank.

41/30: The availability of short message service (SMS) abroad is dependent on the telecommunications company/service operator abroad.

41/31: The Customer may request to suspend the service by a written notice delivered to the Bank or by direct subscription or contacting Phone Service Center, the Bank shall be entitled to temporarily suspend the service for any period without advance notice and without giving reasons. In the event that the service is completely suspended, the Bank shall notify the Customer thereof.

41/32: In the event, the Customer changes his mobile phone number or any personal information, he shall immediately notify the Bank by a written letter or through the Electronic Services, ATMs, or contacting the Phone Service Center.

41/33: The bank must notify the customer in advance of any partial or complete suspension of the service. The amendment shall be deemed effective upon notifying the customer through a letter sent by regular mail to the address registered with the bank, via SMS, or through the bank's call center. The bank's confirmation of sending the notification shall be considered binding.

41/34: In case the Customer suspects that another party is tampering with his accounts through the service, or he doubts that his user-ID, account number, Password(s), PIN are disclosed by some other parties, the Customer must inform the Bank of this matter immediately, then confirm it in writing as soon as possible. The Customer shall be liable for all amounts that may be incurred due to the use of the user-ID, account number, Password(s), PIN until the date the Bank is able to suspend the service by written notice from the Customer.

41/35: The cancellation of any instructions or transactions made by the customer must be made before the execution of such instructions or transactions provided that he delivers a written notice to the Bank before they are made.

41/36: The Short Messages Service (SMS) includes that the Bank sends to the Customer (without obligation on its part) Short Messages to the mobile phone if requested by the Customer. Such messages contain information on the services which are provided or created by the Bank or any other information the Bank deems fit. The Customer shall notify the Bank when he changes his mobile phone number through the branch / Phone Service Center, taking into consideration this shall be shared with the departments concerned, otherwise, sending SMS to the Customer at his mobile phone number kept in the Bank's records shall be deemed correct.

41/37: In addition to the terms contained in this Manual, the regulations and instructions of using electronic means that issued pursuant to the laws in force, including any amendments made thereto shall apply and deemed binding on both parties.

## 42. Language

42/1: In the event of any discrepancy between the English and Arabic texts, the Arabic text shall prevail.

42/2: I/We, the undersigned, hereby confirm that I/We have reviewed the Guide to the General and Special Terms and Conditions for Accounts, Banking, and Electronic Services and agree to comply with all its provisions and the provisions of this application. I/We acknowledge that this guide shall apply to all services provided to me/us and to all my/our accounts with Jordan Capital Bank, and that the information provided above is accurate and complete.

42/3: Since these terms and conditions consist of multiple pages, my/our signature on the last page shall be deemed as a signature on all pages thereof and considered valid accordingly.

43. The customer has the right to submit any complaint regarding the services or products provided to them. The bank shall review and verify the validity of the complaint within ten (10) business days and no later than thirty (30) business days from the date of submitting the complaint. If the customer is not satisfied with the bank's response, they have the right to escalate the complaint to the Central Bank or resort to the judiciary. The bank shall also provide the customer with the available means to facilitate communication with the Central Bank. Customer complaints may be submitted through any of the following channels:

- Regular mail.
- Email and the bank's electronic channels.
- The bank's official website.
- Toll-free hotline (calls will be recorded).
- In-person.
- Complaint boxes available at branches.
- Fax.

### **General Terms and Conditions**

I, the undersigned, hereby acknowledge that I have read, understood, and unconditionally agree to all the terms and conditions set forth below.

1. Whereas these Terms and Conditions are composed of several pages, signing on any page thereof by us shall be deemed to be signed for all pages, consequently, we / either of us may not challenge the contents of any page thereof on the ground of the lack of signature(s) thereon.
2. Notwithstanding the contract and/or any other contracts signed between the Customer and the Bank preceding or with the date of signing this contract without the need for another documentation to the Bank and at any time it wants, the Bank may transfer his right and/or any of his rights or part thereof to any third party whatsoever, whether a bank and/or otherwise and/or more than one party either individually and/or collectively and whether affiliated and/or not affiliated with the Bank together with all the insured personal and in-kind insurances and/or part thereof without the need to obtain the consent of the Customer/guarantor or to notify them thereof. The Customer authorizes the Bank to disclose all the terms, information, data, and studies that he has obtained without any liability on the Bank's part.
3. Any of the terms of dealing which entitle the Bank to use more than one option or imply the meaning of permission shall not hold the Bank liable if it uses /not use any of such options or powers available to it.
4. Unless otherwise stipulated in the terms of dealing, the policies and procedures applied by the bank or the prevailing banking practices shall apply.

5. **Governing Law and Jurisdiction:** It is understood and agreed that in the event of a dispute or controversy arising in relation to these general terms and conditions and regarding any type of Accounts and/or services, then the Laws applicable in the Hashemite Kingdom of Jordan shall be applied thereto subject to the regulations of VISA/Master Card together with the terms and conditions of the provisions of National Network that connects the ATMs of the local banks. The courts of Amman/ Palace of Justice shall be competent to resolve such dispute or conflict, provided that the Bank shall be entitled to sue the Customer /Cardholder before any other court at its option, and that the Customer /Cardholder/guarantor shall grant the Bank the right of absolute option to prosecute any of them before the courts of the Hashemite Kingdom of Jordan, Enforcement Departments therein and/or before any court and/or competent department inside and/or outside the Kingdom, in case there are movable/immovable properties for the borrower /guarantor, and the Customer/Cardholder is not entitled in that case to raise any legal defences relating to the competence chosen by the Bank. The Bank shall be entitled to exercise the power to sue the Customer /Cardholder in any country in which he becomes resident, owns properties, either real or personal, or carries on business therein. Furthermore, taking legal proceedings in any country shall not preclude taking legal proceedings by the Bank at the same time, at any other time, or in another country or more. Notwithstanding the above, the Customer/ Cardholder shall only be entitled to file any lawsuit before the courts of Amman, Jordan.

### **The Terms and Conditions of Online Account Opening**

I, the undersigned, hereby acknowledge that I have read, understood, and unconditionally agree to all the terms and conditions set forth below.

1. The Customer declares that he is aware of the number/values of the permissible transactions on the Account as follows:  
1/1: The Jordanian Customer- Resident: It is permitted to execute an unlimited number of transactions performed on the Account, provided that the debit transactions do not exceed JOD 5000 per month at all electronic channels level.  
1/2: The Jordanian Customer- Non-resident: It is permitted to execute an unlimited number of transactions performed on the Account, provided that the debit transactions do not exceed JOD 3000 per month at all electronic channels level.
2. The Customer agrees to save the data that belongs to him within the Cloud Computing 2/42.
3. At a subsequent stage, in cases where the Bank finds /becomes aware that it has been provided, when opening the Account, with erroneous information, the Bank shall be entitled to immediately close the Account.



I, the undersigned, hereby acknowledge that I have read, understood, and unconditionally agree to all the terms and conditions set forth below.

Customer: .....

Signature: .....

Customer: .....

Signature: .....

Customer: .....

Signature: .....

Customer: .....

Signature: .....

Signature Verification: .....

Signature: .....