

# **MySharq Mobile & Internet Banking Terms & Conditions**

#### **Definitions:**

- 1. The Bank: Bank Al-Sharq S.A.S.
- 2. The User: A client of the Bank, who has subscribed to the "MySharq Mobile & Internet Banking" service.
- **3. MySharq Services:** The various banking services provided by the Bank via the internet.
- **4. The Application:** All MySharq interfaces with which the user will interact in order to benefit from the service.
- **5. Electronic Banking:** Providing banking services to clients via the internet on their mobile devices and personal computers.
- **6. Mysharq Website:** The website which provides access to MySharq Mobile & Internet Banking Services.
- 7. **Beneficiary:** Any individual or legal entity that holds an account at Bank Al-Sharq.
- **8. Password:** A combination of letters, numbers, and symbols assigned by the client, to be used in order to log into MySharq. It is vital that this password is not shared with any entity to prevent any unauthorized access.
- **9. Personal Identification Number (PIN):** A combination of 4 numbers assigned by the client. The PIN will be used to authorize all operations being executed via MySharq, which bear a financial impact on the client's accounts.
- **10. One Time Password (OTP):** A combination of randomly generated numbers delivered to the client. This password should be entered in order to complete the login process. This password may be used one time only.

#### Introduction

- 1. Herein are the terms and conditions that govern the usage of MySharq, Bank Al-Sharq's online banking services platform.
- 2. The terms and conditions stipulated in Bank Al-Sharq's General Conditions for Account Opening apply in all matters not included within this document.
- **3.** By signing this document, users undertake to accept and adhere to all terms and conditions stipulated hereunder.
- **4.** The Bank reserves the right to amend these terms and conditions, and any of commissions or charges taken for this service, under the condition of informing clients of these changes prior to their implementation via any available means of communication, in addition to the Bank's official website. Clients in turn, reserve the right to request cancelling their subscriptions or proceeding according to said changes.
- 5. These terms and conditions are complementary to the terms and conditions stipulated in Bank Al-Sharq's General Conditions for Account Opening. These terms and conditions apply to the usage of Bank Al-Sharq's mobile and internet banking services.
- **6.** Users must regularly visit Bank Al-Sharq's official website to keep track of the latest updates, and recommendations to obtain the best experience from the electronic banking services provided by MySharq.
- 7. Users must keep these terms and conditions at their disposal for any future reference. Bank Al-Sharq will also make these terms and conditions available to Clients, upon their request, in both hard and soft copy.
- **8.** Clients will be informed of any change on these terms and conditions through the MySharq application. The changes will also be available on the Bank's official website.



#### **MySharq Mobile and Internet Banking Requirements**

- 1. MySharq Mobile and Internet banking is eligible to Bank Al-Sharq clients only (individuals and/or legal entities that hold at least one account at Bank Al-Sharq). Furthermore, subscription may only be carried out at any of the Bank's branches.
- 2. Technical requirements for MySharq are as follows:
  - **2.1.** MySharq mobile application requires an operating system of Android 4.1 or above, or iOS 8 or above.
  - **2.2.** MySharq website requires any device that runs any of the following internet browsers: Edge, Safari, Google Chrome, Opera, and Firefox Mozilla.
  - **2.3.** MySharq requires an active internet connection in order to operate.
  - **2.4.** MySharq application is available on Google Play store. It may also be downloaded via the Bank's official website or MySharq's official website.

### **MySharq Mobile and Internet Banking Usage**

- 1. MySharq mobile and internet banking financial services allow users to view their accounts, in addition to carrying out a selection of banking operations on their accounts. Users may limit their subscription to inquiries only, where the execution of banking operations will not be allowed.
- 2. By subscribing to MySharq, subscribers may benefit from all the banking services available on the mobile application and the website at the time, including but not limited to the following:
  - **2.1.** Inquiries on the user's accounts balances, inquiries on the account movements of any of the user's accounts, viewing all available banking services, and finally, viewing the Bank's official exchange rates.
  - **2.2.** Transfers between the user's accounts held at Bank Al-Sharq, or transfers to an account held by another client at Bank Al-Sharq after having submitted a beneficiary enlistment request. Transfers are subject to a daily limit specified by the Bank at its own discretion. In addition to transfers, payments may be conducted to any entity that is enlisted as a biller at the Syrian Electronic Payments Company (SEP).
  - **2.3.** Users may request the execution of a transfer from their accounts held at Bank Al-Sharq to any account held at any other Bank within Syria. This service requires clients to sign on a Balance Conformity document on a quarterly basis in order for transfer requests to be accepted for processing.
  - **2.4.** Services and products requests may also be submitted via MySharq, such as chequebooks and ATM Cards, Term Deposit Accounts, and retail loan requests. These requests are subject to the Bank's review and approval. The Bank reserves the right to temporarily or permanently remove any service or product request currently available via MySharq, as it sees fit.
  - **2.5.** The Bank undertakes to execute all operations and instructions received via MySharq mobile and internet banking, in line with all rules and regulations and according to standard procedures.
  - **2.6.** By agreeing to these terms and conditions users undertake to pay all commissions and charges specified by the Bank for the electronic banking services it provides. Users will be informed of these commissions and charges via any available.

#### **Accounts Nature**

- 1. For individual accounts: Only the account holders themselves may subscribe to MySharq.
- 2. For joint (and/or) accounts: Any of the account holders may subscribe to MySharq.
- **3.** For joint (and) accounts: The presence of all account holders and their signature on the application is mandatory for the subscription of any 1 or more of these account holders.
- **4. For legal entity accounts:** Any of the entity's authorized signatories may be delegated to subscribe to MySharq, or to authorize the subscription of another individual to the service.



## **Accessing MySharq Mobile and Internet Banking Services**

- 1. Users will be provided with a user guide upon their subscription to MySharq services. The Bank may also provide users with new instructions on how to use the application/website via any available means of communication, and the Bank's official website. Users shall conduct their operations on MySharq application/website according to these instructions.
- 2. MySharq mobile and internet banking services are available 24/7, with the exception of the cases mentioned in Item No. 7 of this document under the title **Users Cyber-security**.
- 3. Using MySharq requires carrying out the following actions:
  - **3.1.** Entering a valid username when logging into the service. The username is given to the subscriber at the Bank during the subscription process.
  - **3.2.** Entering a valid OTP when logging into the service. The OTP is delivered to the user's registered mobile number and/or the user's registered email. An OTP will be delivered for entry upon every login attempt.
  - **3.3.** Entering a valid PIN when conducting any financial operation. As indicated earlier, a PIN is a 4-digit number specified by the user upon logging into the service for the first time. PIN usage may be expanded to be required for conducting other non-financial transactions according to the Bank's discretion; in that case users will be informed of the change via the Bank's official website and other means of communication found applicable. The entry of a valid PIN is an alternative to acquiring the client's signature on conducting an operation.
  - **3.4.** Selecting 3 security questions and answering them will be required upon the first successful login attempt. These security questions will be used in order to validate the user's identity and authorize certain operations which may be conducted on MySharq.

All codes mentioned above are confidential, and must never be shared to any entity. To ensure the utmost confidentiality and security, the Bank communicates these codes (and stores them, if and when necessary) in encrypted formats.

#### **Users Cyber-Security**

- 1. Users must memorize their login credentials and other security related information, and should avoid writing this information on any piece of paper or document regardless if related to their banking activities or not. In case the information had to be written, users must make sure to safeguard the document which contains their security information from any form of unauthorized access.
- 2. Users must not disclose of their login credentials to any entity, nor should they allow having their account accessed by any entity besides themselves. Users should also make sure no entity is ever aware of the login credentials being used to access MySharq.
- 3. If accessing MySharq in a public area, users must be wary of exposing their login credentials to the public.
- **4.** Users must make sure of logging out of their MySharq accounts after completing their session. As a further precaution, MySharq automatically terminates an idle session after a certain period of time.
- 5. Users must not disclose of their security information to any entity, even the Bank. The Bank in its turn will never request any such information from any MySharq user under any circumstances; accordingly, users are required to immediately file a complaint in case where any of the Bank's personnel request such information.
- **6.** Users must immediately notify the Bank as soon as they are aware that their security information has been compromised. The Bank in its turn will immediately deactivate the account to prevent any unauthorized access and fraudulent activities. The Bank may not be held liable of any unauthorized access and/or fraudulent activities that have taken place prior to its notification of the issue.
- 7. Users agree to notify the local police, or any concerned governmental entity, in cases of security breaches or misuse of their security information, or of any misuse of MySharq services. Users shall in their turn fully cooperate with the Bank and any concerned governmental entity in cases where an investigation is being carried out regarding the matter.



- **8.** By agreeing to these terms and conditions, users take full responsibility and liability over all operations that are conducted through MySharq Mobile & Internet Banking Services, in addition to all incurred charges and commissions, in the following cases:
  - **8.1.** Conducting fraudulent operations using MySharq;
  - **8.2.** Operations executed by an unauthorized entity that has been given the necessary information, by the user him/herself, which would allow him to access that user's account;
  - **8.3.** Not adhering to the instructions and terms and conditions on how to use MySharq services;
  - **8.4.** Conducted operations using MySharq services;
  - **8.5.** Subscribing into MySharq's financial bundle, successfully logging in, and conducting operations.
- 9. The Bank reserves the right to determine the products and services that are available through MySharq.
- **10.** The Bank will not allow the execution of any operation via MySharq without the entry of the valid PIN that was previously assigned by the users. The entered PIN is an alternative to the user's signature.
- 11. The Bank will not be held liable for validating a user's identity when a user has successfully entered all the valid security information associated with that user's account.
- 12. The Bank is not obliged to conduct any operation, and may even delay the execution of a certain operation(s) if that operation(s) exceeds the permitted daily ceiling, which is specified by the Bank according to local laws and regulations, that are also subject to change based on the concerned governing bodies' discretion.
- 13. The Bank is not obliged to conduct any operation, nor act on the instructions received from a certain user, if the Bank has sufficient reason to believe that the entity executing that operation, or issuing these instructions, is not the user themself. This also applies if the received operations and/or instructions are against local laws and regulations.

# Responsibility of Required Equipment & Technical Failures

- 1. Users are solely responsible of ensuring logging into MySharq using secure devices and networks only. MySharq should never be accessed through any public device or public network.
- 2. Users are solely responsible of acquiring the devices that are suitable for running MySharq Mobile & Internet Banking Services (*Ref.*: Item No. 2.1). It should be noted that the criteria stipulated in this document regarding the needed equipment is subject to change, and users are responsible of meeting those changes.
- **3.** Users are solely responsible of acquiring the appropriate software which should include Anti-Virus programs that protect their devices from external threats.
- **4.** The World Wide Web is a global network, thus, it is impossible to absolutely guarantee the safe transfer of information through the internet. Although the Bank has taken all necessary precautions, the Bank will not be held liable for any direct or indirect damages caused by the exposure of a user's device to malicious programs and software of any kind, nor will the Bank be held liable of any form of security breach, so long the Bank has not played a role in the incident that has taken place.

## **MySharq Service Outages**

- 1. The Bank may partially or fully stop providing MySharq services in cases where updates and/or enhancements need to be made on the application / web service. In such cases the Bank will notify all users of the outage beforehand. Otherwise, in cases of emergency and other unplanned events, the Bank may be forced to stop providing MySharq services for a short period of time until the issue is resolved.
- 2. The Bank may partially or fully stop providing a certain user with MySharq services. In such cases, users will be notified beforehand if the notification is in line with the Bank's security policies, and local laws and regulations. In cases where the users are out of reach, or where prior notification breaches the Bank's security policies, breaks local laws and regulations, the service will be stopped, and users will notified if applicable of the service outage and the reason behind the outage.



#### **Ending MySharq Subscriptions**

- 1. If a user wishes to end their subscription with MySharq services, they will be required to present themselves at any of the Bank's branches to sign and submit the appropriate request form.
- 2. All operations and/or requests that have been submitted through MySharq prior to submitting the subscription termination request will remain under processing as per standard procedures, and will not be cancelled.
- **3.** In case the subscription is ended by the Bank, the concerned user will be informed of the matter 2 months prior to ending the subscription. However, the Bank is not obliged to notify the user of ending their subscription in the following cases:
  - **3.1.** Illegal or fraudulent use of the service;
  - **3.2.** If found necessary by the Bank in order to ensure data security and privacy;
  - **3.3.** Breach of the terms & conditions stipulated in this document.

## **Limitation of Liability**

By signing this subscription request form, the subscriber undertakes the following:

- 1. The subscriber shall adhere to not using MySharq services for any purpose besides its intended purpose, and in line with local laws and regulations. The subscriber will be held liable for all direct and indirect damages that are caused by not adhering to this undertaking.
- 2. The subscriber acknowledges his sole responsibility over the correctness and accuracy of all the information that is entered on MySharq Mobile & Internet Banking services.
- **3.** The subscriber acknowledges that the Bank will not be held liable of any direct or indirect damages caused by service outages. The Bank shall, however, ensure that such service outages are limited and not frequent.
- 4. The subscriber acknowledges his sole responsibility over the usage of MySharq services, and over any mistakes that are made while using this service. The Bank will not be held liable over any direct or indirect damages that are caused by misusing MySharq Services, or those that result from the entry of incorrect information, or those that result from unauthorized access to MySharq due to the user's disclosure of login credentials and security information.