

Terms and Conditions of using mobile payment service (Smart Wallet)

Client's signature on the service request and submitting to the bank's branch or the service provider is considered a final binding contract between the bank and client, hence client should read and understand it and all terms and conditions of the service accurately and thoroughly before signing.

First: Definitions

- **Service/Services:** is the service of paying money through mobile device provided by Commercial International Bank, subject of this contract, by opening a mobile wallet account – leveraging on client's mobile number to be used for transactions by depositing and/or withdrawal and/or electronic payment for his/her Payments and/or electronic transfers via his/her mobile device. An electronic balance to be deposited in the mobile Wallet account.
- **Bank:** means Commercial International Bank Egypt and all its branches.
- **Service Provider:** Any of the establishments the bank contracts to provide some services related to providing the service. Service provider must declare his authorization number provided by the bank -if available- in a visible place at the shop so that client can make sure that the service provider is authorized.
- **Client:** means the actual person subscribed in the service related to this contract, under the condition that he/she possesses owns a valid mobile device / line and his/her signature on this application.
- **Mobile Wallet:** means the mobile wallet account opened at the bank in the name of the client registered with his/her mobile number, the Wallet account is used for depositing, withdrawing, transferring, and other types of transactions.
- **Electronic Balance:** means the credit balance of electronic money units in the mobile wallet account, resulting from transactions performed on the wallet account with the knowledge of the client, this electronic payment is transferable to any other client and/or service provider, it is also usable as a payment tool for entities announced by the bank.
- **Electronic Money Units:** means electronic units with the cash value of one Egyptian pound per electronic unit issued by the bank, under the condition that the bank receives the value in cash not less than the issued electronic money units, and can be exchanged with Egyptian pounds.
- **Estate:** Means Arab Republic of Egypt.
- **Mobile:** means any mobile device that is compatible with any of the working mobile network operators working in the estate and is compatible with these networks.

Second: Mechanism of Service Providing

- Once the client signs the subscription form, and on the condition that he/she has fulfilled other requirements, and completed mobile wallet account opening procedures, and after verifying his/her identity by the bank or the service provider, the bank will send SMS to the client confirming the mobile wallet account opening and notifying him/her by downloading URL and activation code. The client can use the activation code to log in to his/her mobile wallet to create a six-digit password to use the mobile wallet, and should be kept under his/her own responsibility and can change it in case it was exposed.
- The bank keeps its right to revise and approve or reject the client's signed request on the service. The bank keeps its right to verify no false play within 24 hours from activating the service, and also at any time while the service is up and running.
- The mobile wallet has to be linked to a mobile line number provided by any of the active mobile networks in the estate, and this line has to be owned by the client and in his/her actual possession.
- The client has the right to deal with his electronic account by depositing or withdrawing amounts whether through service providers and/or CIB's ATMs upon service availability or through transferring amounts from his/her electronic account to other clients and/or service providers and anyone of them can withdraw or deposit it to his/her electronic account within the limits set by the Bank from time to time.
- The client has the right at any time to close his/her mobile wallet and liquidate his/her electronic deposits through calling the call center exists in the application and requesting account cancellation, the bank is committed to close the mobile wallet (after the client has received the cash) within 72 hours of cancellation request.

Third: Using the Service

- The right to use the service or benefiting from it is limited to the client only and no one else, the client is committed at all times not to let any other person to use or benefit from it.
- The client has to show in person and provide service providers with an accepted identification when executing deposits or withdrawal transactions.
- The Client has no right to deposit funds in mobile wallets in the name of other clients.
- The bank has the right according to its own assessment to stop or cancel the service in case used in contradiction to any of the terms and conditions or any applied laws and procedures in the estate or the regulations of Central Bank of Egypt and Egyptian Money Laundering and Terrorist Financing Combating Unit, including for example but not limited to buying any products, goods, or services prohibited according to the laws of Egypt, or dealing with restricted entities and individuals.

- The client is committed to keep his password under his/her self-control at all times, and according to this, the client will be solely responsible for disclosing any data or information related to him/her or any of his/her accounts if this disclosure is the result of a mistake, shortcoming, or negligence at protecting his/her password.
- Only clients holding Commercial International Bank different electronic payment cards (Credit Cards, Debit Cards, and Prepaid Cards) have the right to feed their mobile wallet account by transferring from these cards to the mobile wallet using the installed application on their mobile devices. This comes after requesting linking these cards –with a maximum of two cards- to their mobile Wallet at one of the bank’s branches.
- The client who decides to stop the mobile phone number linked to his/her mobile wallet account on his mobile phone will lose an integral element of him/her being the user of the service and hence will automatically lose his/her right to use the service through his/her suspended mobile phone number.
- the client is obliged to immediately refer back to the bank in case of closing his/her mobile number linked to the service in order to close the account linked.
- The Client acknowledges the Bank's right to take the necessary measures to ensure that the client has actual possession of the mobile phone number associated with the service. The Bank have the right to suspend the service at its sole discretion in case the bank discovered that the client has no possession to the line connected to the service without the bank's sole responsibility.
- The client admits his/her responsibility of all transactions and operations executed on the mobile wallet as long as these transactions and operations have been executed through the mobile number linked to the mobile wallet and using the password, and bank’s books and records shall act as evidence against him/her and anyone else.
- The bank will not be responsible for any losses or damages that can affect the client because of the misuse of the service or because of any mistake done or any damage that might happen from the client side, or because of the insufficiency of the mobile wallet fund, or any other reason related to the client, or because of any problems or malfunctioning that might occur on the network or mobile phone line.
- the client acknowledges that the bank is not responsible for any costs or burdens that may occur as a result of the internet service / mobile phone network problems, malfunctions or outages
- The bank will not be responsible for any entities’ refusal of electronic balance as a payment method and will not be responsible for goods or services that the client will acquire using this balance. Any complaint from the client in this issue, he/she will have to resolve it with this entity directly, and the bank’s role will be limited only in this regard to add any amount he/she might get refunded to the mobile account after the bank has received valid documents issued correctly from this entity.

- In case the client's mobile phone has been lost or stolen, and others executed any transactions on his/her account through this mobile phone, the client will be fully responsible towards the bank for all results based on this usage and client must stop the account immediately through call center number.
- In case any complaint from the client's side related to the service, service call center should be contacted, and the agent shall transfer this complaint to the concerned department to feed the client back in a specified duration for each.
- All Mobile Payment transactions are inside Egypt only and in local currency and for Egyptian citizens only.

Fourth: Fees

- The Client commits to pay registration fees (Smart Wallet opening fees), annual fees, withdrawal, depositing, transfer, and any other additional services fees provided through the service determined by the bank according to the banking services tariff announced by the bank every now and then.
- The bank reserves its right to amend any fees at any time according to its own assessment, and announcing fees in the form the bank sees adequate. The announcement is considered a working notification. Using the service after amendment date is considered an acceptance from the client's side with no reservations.
- All instructions by the client and all operations executed through the service are abiding to him/her and result in legal consequences. The bank commits to activate all operations and execute all instructions from the client to branch or service provider through any of the electronic media used in providing services.
- All instructions issued by the client to the bank through electronic mediums for providing the service are being processed as if they are issued from the client directly. The bank is committed once received and acknowledged them to execute and arrange all its consequences, and in return the client is responsible in front of the bank for all consequences based on the bank execution of these instructions.
- The client commits irrevocably to compensate bank for any losses, claims, damages or costs and expenses that the bank might bear as a result of execution of his/her instructions, including court and counseling fees.
- In case the bank discovers any actions the client might perform to invade or break anti money laundry and terrorist financing laws, the bank has the right to hold dealing all his/her electronic accounts till the client proposes an adequate and accepted justification, all this without waving the bank's right to take necessary actions proposed by applied laws in Egypt.

Fifth: General Conditions

- The only currency used in providing service is Egyptian Pound.
- Every mobile number is linked only to one mobile wallet.
- The bank is committed to maintain the confidentiality of all data and information that might be handed over by the client. The bank is also committed to preserve the confidentiality of all operations performed by the client through any of the electronic mediums used in providing the service. The bank and the client are committed not to disclose any of the above except according to the estate laws, or for applying any sentences, or abiding orders or regarding terms and conditions of using the service.
- The Client commits of his/her consent that the bank can submit or disclose all or some information related to his/her account/accounts to any of its branches, and/or agents and/or any of the entities that provide technical or financial services or any of the entities the bank contracts to provide services related to execution of the service and are allowed by the bank or to any authorized or regulatory authority upon request, according to what the bank sees adequate and necessary.
- The bank has the right to entrust any second party inside the estate to execute some of its commitments (not all of them) according to terms and conditions of using the service, and in this case the bank will be responsible for keeping the confidentiality of client's data and all his/her accounts, and will be responsible for any mistakes, or negligence the second party might commit.
- The bank or any other party that might be handed over any of the bank's commitments according to terms and conditions have the right to record phone calls received on the numbers dedicated to call center and to keep it.
- The bank at any time has the right to terminate the service, on the condition of notifying the client 30 days at least before the termination. The bank has the right to amend any terms and/ or conditions of using the service, and any amendment will be applicable to the client once notified through any of the means seen adequate by the bank as long as the change has been notified, and in case the client does not accept any of these amends or changes he/she must inform the bank of his/her wish to terminate contract within 30 days from the date of receiving notification, and he must stop right away execution of any transactions and to submit to the bank a request to close mobile wallet(s) and execute needed settlements including payment of any dues and refunding any remaining amounts owed to him/her in his/her balance and then follow same procedures of cancellation.
- In case any information or data related to the client is changed, the client is committed to inform the bank right away of the change.

- This contract submits to the laws of Arab Republic of Egypt and any disputes that may arise with regard to implementation or interpretation of any condition of this contract shall be settled by the Giza courts with all its degrees.
- The bank has the right to change the maximum limit of withdrawals or payments or any other transactions as the bank sees adequate and is committed to inform the client with the means it sees adequate.
- This application is executed in the Arabic and English languages, in case of any discrepancy the Arabic version shall prevail.

Sixth: Service Availability

According to the Bank's assessment, and as per Business Continuity Plan, in case of maintenance or otherwise, service recovery time will be maximum 5 hours and may extend in case of force majeure

In accordance with this application, the client is committed to and approves the following:

- All information stated in the application request signed by him/her is true. Also agree to keep this application at the bank and enclosed documents in case of canceling the service.
- Is the actual and only beneficiary of the mobile line linked to the service and mentioned at the application and it's under his/her custody. And that he/she is also the actual beneficiary of the Service Account linked to their mobile phone.
- Client is committed to update his information if changed or acquisition of other citizenship or when requested by the bank within 30 days.
- Client reviewed all the endorsed terms and Conditions mentioned in this application or announced through the Bank official Website to use Mobile payment service and approves and accepts them.
- The client fully acknowledges their responsibility for the safety and legality of the source of any amounts that are deposited in the wallet or be transferred to and from the wallet and committed to verify that the money does not conflict with the Anti-money laundering and terrorist financing laws and its implementing regulations and decisions.
- The supplementary Cardholder undertakes his/her knowledge that the linkage of this card process will stop automatically once the primary / supplementary card associated with the account or the card is stopped and the bank cleared of responsibility in the case of connecting smart card portfolio service process crashes.

- The Customer acknowledges and undertakes suspension of any Card linked to the Service once it has been renewed or changed one of its data. A new application must be submitted to link this Card after updating its data.