

INTERNET BASED ELECTRONIC PAYMENT SYSTEM "AIB ONLINE" AGREEMENT

This internet-based electronic payment system ("AIB Online") Agreement ("Agreement") and any applications, annexes and amendments thereto that form an integral part of this Agreement, is entered into as of the _____ of _____, 20____ by and between,

AFGHANISTAN INTERNATIONAL BANK, registered as a company with AISA with License No. L- 10003, dated 07/02/2014, , and operating as a Bank under License No. 11202, dated 22/04/2004 from Da Afghanistan Bank, located in Shahr-e-Naw, Haji Yaqoob Square, Shahabudin Watt, Kabul (hereinafter referred to as the "Bank" and in certain instances as "We") and,

Customer's full name and legal address

_____ (hereinafter referred to as the "Customer" and in certain instances as "You") (The Bank and Customer can together be called as "Parties" or separately as "The Party"). In this agreement, unless otherwise required or indicated by the context words indicating either gender shall include the other gender.

WHEREAS the parties hereto agree on the following terms and conditions,

ARTICLE 1 DEFINITIONS

- 1.1 For the purpose of this Agreement, following terms shall have following meaning,
- 1.1.1 "Own Account Transfer", it is a transfer of amount between different accounts of the customer at the Bank,
 - 1.1.2 "Internal Account Transfer", refers to transfer of amount to other accounts at the Bank,
 - 1.1.3 "Domestic account transfer", transfer to other accounts at different banks of the country,
 - 1.1.4 "International Account Transfer", international transfers to different Banks of the world,
 - 1.1.5 "Bulk account transfers" means that multiple international or domestic transfers are conducted at one transaction,
 - 1.1.6 "Account Overview", means description of availability of balance in the customer account,
 - 1.1.7 "Account Detail" refers to every detail associated with the account,
 - 1.1.8 "Account Statement" provides a detailed information on the transactions conducted by the accountholder, for instance when the account is credited or debited.
 - 1.1.9 "Account Summary" Shows available balance in local currency,
 - 1.1.10 "Bank Holidays" refers to every National Holiday incorporated along with the specific holidays provided by the Bank,
 - 1.1.11 "Bill Payment" means payment of bills to different corporation which are registered by the bank into the platform
 - 1.1.12 "RTP" is referred to as Random Transfer Password which is provided to the Customer for transfers,

ARTICLE 2 ONLINE BANKING SERVICES

- 2.1 Based on this terms and conditions, two types of services are available to customers which include,
- 2.1.1 Financial Transactions, which include every transaction concerned with transfers, or any financial transaction concerned with the account and include, Own Account Transfer, Internal

Account Transfer, Domestic Account Transfer, International Account Transfer and Bulk Account Transfers, Bill payment

2.1.2 Non-Financial Transactions, include, Account Overview, Account Detail, Account Statement and Account Summary.

ARTICLE 3 SERVICE HOURS

3.1 Online banking services and transfers outside the Bank are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. Call centers are available 7 days of the week from 08:00 am to 10:00 pm local time. Mentioned time schedule shall be excluding the bank holidays. It shall be stated that that in accordance to the procedures of the bank a cut of time shall be applicable for domestic and international transfers which might differ based on the requirements. The Customer may contact the Bank at ibank@aib.af or at Head Office or any of the Bank's Branches.

ARTICLE 4 CANCELLATION OF ONLINE BANKING SYSTEM

4.1 The Online Banking Services and transfers shall remain in force until it is terminated by either party. The Customer may terminate his service by notifying the Bank of his intention to cancel in writing through branches of the Bank and shall prior to such cancellation nullify and cancel every scheduled payment. The bank may immediately cancel membership of the customer from services. Provided that, when transaction is booked by the customer it shall remain executable until canceled solely by the customer, Bank may only cancel the online banking system. This cancellation shall not effect Customer's accounts at the Bank.

4.2 After cancellation of this online banking system, any unprocessed payments shall be canceled, it is preferred that before such cancellation any scheduled payment in accordance to clause 1 of this Article shall be canceled.

ARTICLE 5 BUSINESS DAYS

5.1 For online banking services and transfers outside the Bank, business days are Saturday to Thursday excluding bank holidays.

ARTICLE 6 JOINT ACCOUNTS

6.1 If online banking services provided through this agreement is linked to more than one account as joint accounts, the bank may act on the written or electronic instructions of any authorized signer.

ARTICLE 7 USE OF EXTERNAL EMAIL ADDRESS

7.1 You are requested to provide the Bank a valid and current external email address because we may send you important notices about service and privacy changes, also the system might automatically send you password for each transfer called RTP (Random Transfer Password), you shall further be liable to inform the Bank of any changes you make to your external email address or it gets disabled, You should immediately contact the Bank so that RTP notifications and automated messages are sent to your new email. The Bank may use your external email address to send messages and notifications on the availability of responses to payment inquiries or customer service inquiries, this attribute shall be used for transfers made to other banks.

ARTICLE 8 DISCLOSURE OF ACCOUNT INFORMATION

8.1 The Bank may disclose information related to your account to any government official through court orders in connection with prevention of fraud, investigation required or any other instance required by law.

ARTICLE 9 REPRESENTATION AND WARRANTIES

9.1 The Customer represents that he is the legal owner of the account(s) and financial information which may be accessed through online banking. You further agree and represent that every information provided for the purpose of registration in and using online banking is accurate, complete and updated. You further agree that you have right to provide information to the Bank for enrollments, using Internet Banking and not to misrepresent your account information or identity.

ARTICLE 10 SECURITY

10.1 The Bank may further rely on instructions received through Internet banking from:

- 10.1.1 any other person to whom the Customer has given his username, password or other security credentials,
- 10.1.2 anyone authorized by the Customer, subject to specific Legal documents provided by him, or
- 10.1.3 Any co-owner or third person who has an interest in the account.

Provided that use of the account by mentioned persons shall be testified through legal documents issued by the relevant authority.

10.2 If the Customer is informed through any means that an illegal or unauthorized transaction has occurred, he shall fully cooperate with the Bank in investigation of such transaction, so that the wrongdoer and case is referred to the relevant authority. It shall further be stated that the **bank will cooperate, or make its best efforts to cooperate with the customer in investigation only**, and registration of case shall be his responsibility.

10.3 If the customer has reasons to believe that his user name, password or any other security credentials have been stolen, used without the Customer's permission or any illegal transaction has occurred, he shall without any delay inform the Bank of such event. Information provided under this provision, shall be through means of communication either physical presence, an email and register the case therein.

ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS

11.1 The Bank shall have exclusive right to all documentations made available by it to the Customer with regard to the "AIB Online System". The Customer is hereby granted a non-exclusive, non-transferable right to use the software supplied to it by the Bank, or on its behalf, as part of the AIB Online System during the term of this Agreement, but no intellectual property rights are transferred to the Customer.

11.2 The Customer further warrants that he shall not use the Bank logo, name or any other intellectual property of the Bank for his personal use. In case of breach of this provision, the customer shall be dealt in accordance with the relevant laws and regulations of the country.

ARTICLE 12 PRIVACY

12.1 When the Customer or any of the authorized users log into the online banking system by using the account holder's login ID, password or any other security credentials, the Bank is automatically authorized to follow instructions received related to the account and to charge fees and debit the account in accordance to the instructions received. The Customer shall be responsible for every transfer and payments initiated or authorized through this system. When using this online system, the customer further agrees to take every precaution to ensure security, safety and integrity of his accounts and transactions.

ARTICLE 13 LIMITATION OF LIABILITY

- 13.1 The Internet Banking transmission with the Bank's core banking system is secure and encrypted, however, the Customer understands that the communication through email, in utilizing the "AIB Online System", is not a secure means of transmission. He acknowledges and accepts that such unsecure transmission methods involve the risk of possible unauthorized usage thereof for whatever purposes. He agrees to exempt the Bank, from, any and all responsibility/liability arising from such misuse and agrees not to hold the bank responsible for any such misuse.
- 13.2 The Customer shall be liable for all costs, expenses and damages caused by the unauthorized or fraudulent use of the "AIB Online System", password and respective PIN code, including, but not limited to, any damage resulting from such disclosure.
- 13.3 The Customer shall be responsible for all costs, expenses and damages caused by the transfer through the "AIB Online System" of improper, incorrect or incomplete data to the Bank.
- 13.4 The Bank shall not be responsible for any delays, errors or omissions in the transmission and/or processing of data caused by any force majeure (fire, flood, war, terrorism, etc.). It shall not be responsible towards the Customer for any damages or losses due to
- 13.4.1 any failure or mistake of the Customer in the transmission of information utilizing the "AIB Online System", or
 - 13.4.2 the disruption or failure in any communication facilities of the Customer or interference with the "AIB Online System", whether by non-authorized representatives from the Customer's side or as a result of the mechanical failure of the mentioned system, or
- 13.5 If the information received by the Customer through the "AIB Online System" is inaccurate, incomplete or delayed, as a result of such disruption or failure, unless such damages or losses are directly attributable to the willful misconduct or gross negligence of the Bank.
- 13.6 The Customer is aware of all security risks including the risk of the content of his statement becoming known to third parties, the Customer agrees that he shall not hold the Bank in any way responsible for the same, of banker customer confidentiality.

13.7 The Customer understands that he remains fully liable for any of his contractual liabilities to the Bank. Irrespective of receipt or non-receipt of, intimation of availability of his statement.

13.8 The use and storage of any information including without limitation to, the password, account information, transaction activity, account balances and any other information available on Customer's personal computer, or any other device so affiliated is his own responsibility and liability, the bank shall not be held liable for any damages caused due to such use or storage.

ARTICLE 14 LIABILITY FOR LOSS OF DATA

14.1 Either party will be responsible or bear the risk of any error or loss of data, information, transactions or other losses that may be because of the failure in the computer system or third party communications provider on which both parties rely. The Bank shall not have any liability for any damage or loss, consequential or direct which is incurred by use of the Customer's mobile device or computer (virus or otherwise).

14.2 The Bank does not warranty, expressed or implied, to the Customer concerning Internet banking, any of the services or features accessed through Internet banking, software, web browsers, applications accessed through the internet or any internet services including but not limited to warranties of merchantability, non-infringement except to the extent required by Law.

14.3 The Customer at his own discretion understands and acknowledges the risks associated with the use of online banking, any material associated with the use and download of materials in connection with it. The Online banking system is provided on "as available" or "as is" basis.

ARTICLE 15 AMENDMENTS TO THIS AGREEMENT

15.1 The Bank may at any times amend or change terms or services stated in this agreement, a notice shall be sent to you through mail. Any transaction made by you through this online banking service after the effective date of such amendment, it shall be indicated that you have accepted and agreed to such amendment.

15.2 The Customer understands and agrees that the Bank may withdraw, add to or modify the online facilities from time to time by notice to him. While advance notice of maintenance work likely to affect the availability of internet banking facilities or suspend, upon notice, access to online banking facilities, or the provision of all or any of the services at any time, if the Bank deems it necessary to do so in the event of an emergency.

ARTICLE 16 INDEMNITY

16.1 The customer hereby agrees to indemnify and hold harmless the Bank including its directors, Board of Management, Officers or any of its employees from and against any and all liabilities, loss, costs, damages and expenses, cause of actions, claims, demands, lawsuits or any other proceedings caused by or arising from his use of online banking, or by any other individual including but not limited to whom permission has been granted for use of any online banking services provided by the Bank. The Customer further indemnifies the Bank for non-performance of other financial institutions, any infringement by you, misuse or misrepresentation of any intellectual property or other right of any person or entity, and/or your commission of fraud or any other unlawful activity or conduct.

ARTICLE 17 ASSIGNMENT

17.1 The Customer may not assign this agreement to any other person or entity. The Bank may, however, under this Agreement, assign it to any company having a direct or indirect affiliation, furthermore, some other rights or responsibilities may further be assigned or delegated to any third party by the Bank.

ARTICLE 18 ENTIRE AGREEMENT

18.1 This Agreement together with and any other document referred to in it constitutes the entire agreement and understanding between the Customer and the Bank. Nullification of any provision of this agreement does not nullify rest of the clauses of this Agreement and shall remain valid and applicable.

ARTICLE 19 GOVERNING LAW AND DISPUTE RESOLUTION

19.1 This Agreement shall be construed in accordance with and governed in all respects by the laws of Islamic Republic of Afghanistan. In case of any dispute arising out of the terms of this agreement, the Parties shall refer to modes of Alternate Dispute Resolution as stated in the current legal structure of the country.

IN WITNESSETH WHEREOF the parties hereto have duly executed this Internet Banking Agreement as of the date first written above.

For and on behalf of the Bank:

For and on behalf of the Customer:

Name:

Name:

Designation:

Designation:
