



Terms and Conditions for Online Banking Service

these terms conditions only applies when you download and register to the mobile banking app and /or access the internet banking.

these terms from the basis of the contract between you and us regarding your use and access to your account through our personal internet banking and mobile banking service s referred to as the “service”.

these terms create legally binding obligations upon you.

By registering online to use the service and /or downloading mobile banking you confirm your agreement to bound by the terms and conditions set out herein “online electronic banking service terms and conditions “(as may be amended from time to time subject to the bank’s discretion).

Please read these terms before using the service.

If you do not understand any part of it, or if you have any questions, please speak with a staff member at nay of bank’s call center through the banking Awareness unit.

1.DEFINITIONS

- **Accounts:** means the saving Account, current account, call account term deposit account and any other account.
- **Available balance:** means the current balance less any cheques or other payable orders which are drawn on other banks and which have not been cleared or any amounts been blocked
- **Bank:** means TRANS IRAQ BANK (TIB) branches
- **the Customer:** is the A/c or holder whether he personally opened the A/c through his agent (guardian custodian) the term customer or A/c holder applies anywhere in this contract to A/c holder or his agent.



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- **Customer identification Number:** means a unique number provided by the bank as reference For the account (s) maintained by the customer with the bank.
- **Trans Iraq Bank online service:** means the service provided by the bank to customer, to enable such customer to access the account (s) and perform transaction through the internet.
- **PIN:** means the personal identification number allocated to customer by the bank, to enable such customer to access the account(S) /service through the respective delivery channels like Print, SMS, call center, internet etc.
- **Service and interest charges:** means a booklet of information made available by the bank to the customers from time to time, information customers of the various charges /interest/conditions application on the services provided by the bank.
- **Terms and conditions:** means the terms and conditions as set hereunder to be applicable to the accounts.
- **User:** means the customer authorized to use any of the bank's delivery channels.

In this document and as context requires, any reference to a male customer shall necessarily apply to the female and any reference to a singular shall necessarily apply to the plural.



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- **Scope of agreement**

2.1 the services

This agreement governs online access to your account (s) with the bank .the terms and conditions set forth herein are in addition to ,and do not cancel or supersede ,any other agreement or signature cards governing your deposits ,loans or other business relationships with the bank .all; of the terms ,conditions agreements, representations schedules ,disclosures ,and fees set forth in or associated with such other agreement and signature cards remain in full force and effect .however, the persons you authorize to have access to make transfers from your account(s)through(SMB+IBS)may not be the same persons who are authorized to sign on the account under your other agreement and signature card with us, or you may give them greater authority to conduct activities

Through (SMB+IBS) than they have under your other agreement and signature card with us. In cases where your authorization to other persons do not coincide with your authorization for the same account(s) will govern (SMB+IBS) transactions.

2.2Instructions and fee

- Any instructions we may issue for the use of (SMB+IBS) (collectively, "instruction") and any fee we may charge are part of this agreement and are incorporated herein by reference.
 - The bank may debit the customer's account with fee and charge for any instructions through the service.



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- Such fee and charge shall be as per the bank's current schedule of charge s for the various service s and subject to the amendment at the bank.

2.3termination

- This agreement will remain in effect until it is terminated by you or by us. You may be cancel your(SMB+IBS) services and terminate this agreement at any time by providing us written notice. This cancellation will become effective when we receive notice from you as provided above and apply only to your (SMB+IBS) services and do not terminate any other agreements you may have with us.
- We may terminate this agreement and your (SMB+IBS) services for any reason at any time. we will try to notify you in advance of any termination but we are not obligated to do so.
- Upon termination, we reserve the right to make no further payments or transfers or fee or charges from your account(S) pursuant this agreement, including payments or transfers you have previously authorized.
- If you terminate your (SMB+IBS) service, you authorize the bank to continue making transfers you have previously authorized until such time as the bank has had reasonable



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- You agree that upon termination of your IBS services, either by you or by us, you will cancel all automatic or recurring transfers and bill payments with partners you have previously automatic or recurring transfers and bill payments with partners you have previously responsible for such payments.

3. DESCRIPTION OF AND LIMITATIONS ON TRIB

3.1 General Description of services

The bank shall provide such internet banking online service as it decides upon at its own discretion including but not restricted to:

- Enquiry about balance on Accounts.
- Requesting statements of account.
- Issue of Cheque books.
- Details of transactions in any linked accounts.
- Payment of utility bills.
- Transfer funds between all your accounts (including transfer to another TIB group branch account).

This list is not exhaustive and the Bank may offer additional or different TRB services in the future, all of which will be governed by this Agreement, as amended.

3.2 Types of Transfers and Limitations

Transfers may be limited in amount and transaction count on daily basis as provided in our Account agreements with you governing these services or in accordance with Bank policies.



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The Bank reserves the right to further limit the frequency and amount of transactions from your accounts for security or credit reasons, as the bank may determine at any time at its sole discretion.

3.3 OverdraftsP: Order of payments

It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make a payment or transfer.

You are obligated to us provide sufficient funds for any payments or transfers you make or authorize to be made.

If we complete a payment or transfer that you make or authorize or request and we subsequently know that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of other relevant Account Agreements.

3.4 Mobile Device Requirements

In order to use TRIB mobile Banking, you must have your own internet Service provider and the necessary software. In this Agreement, your mobile device and the related equipment are referred to together as your “mobile device.” You are responsible for the installation, maintenance, and operation and care of your mobile device and your software.



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3.5 Reporting Unauthorized Transaction or Theft or loss of Access code

If you believe that an unauthorized transaction has been or may be made from your account, alert the Bank immediately.

4. RESPONSIBILITY OF PARTIES

4.1 Security

- PINs are to be kept confidential at all times.
- The Customer must exit the Internet Banking Online service when leaving his/her computer unattended.
- If the Customer becomes aware that its PINs appear to be known to a third party, the Customer must inform the Bank immediately. Until such notice is received, the Bank is not liable for loss from any unauthorized transactions or otherwise by use of the Customer's Account through the proper PINs.
- Upon receipt of the above notification by the bank, the Customer shall not be liable for any loss except where this is due to the Customer's negligence, fraud or breach of any part of this section of these Terms and Conditions.

4.2 Customer's Responsibilities you are responsible for keeping your Username, password, SMS PIN-s OR print Password, and mobile device registered with us for SMS PIN-s and account data confidential. We are entitled to act on transaction instructions received using your Username and password and you agree that the use of your Username and password, SMS PINs / device Registration, fingerprint, Facial Recognition will have the same effect as your signature in authorizing transaction, authenticating your identity, and verifying instructions



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you have provided to us. If you authorize other persons to use your Username, password, SMS PIN-s Fingerprint, Facial Recognition in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your account(s) are no longer authorized and we have a reasonable to act upon the change of your password. If you believe you're Username and password has become known by an unauthorized person, or that an unauthorized transaction has been or maybe made from your account, alert the Bank immediately.

4.3 liability

The bank shall not be liable to the Customer for any negligence, breach of contract, misrepresentation or otherwise for any loss howsoever caused (including loss direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profit, interruption of business) to the Customer by reason of but not limited to, any of the following:

- The Customer's use of the internet Banking service or any materials or software – provided or downloaded from the website.**
- Failure on the part of the Customer to use or access the Internet Banking Online Service at any time and error in the provision of any part of it.**



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- Any claim brought by a third Party against the Bank or its Customers by reason of improper use of the Internet Banking Online Service by the User.
- Any delay or failure of any transmission or receipt of any instructions or notification sent through the Internet Banking Online service.
- The Customer's use of e-mail or other non- secure electronic instruction to provide instruction to the Bank.
- Any inaccurate information or opinions displayed through the Internet Banking Online -Service or the Customer's reliance thereon.

4.4 General Limitation on Liability

In no event shall the Bank be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind including lost profits whether or not the Bank has advised you of the possibility of such loss or damage arising or related to your use of TRIB Mobile Banking Services/ Internet Banking.

5. Miscellaneous

5.1 Proprietary rights

No proprietary rights or ownership rights vest in the Customer by reason of use of any of the software provided for use of the Internet Banking Online Service.



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5.2 Governing Law

- This Agreement shall be governed by construed and enforced in accordance with the laws of Republic of IRAQ in the event of a dispute over its degrees and conditions, it shall be the court of the beginning of the karrada, which is competent in its consideration.
- Your existing account relationships and Account Agreements with the Bank will continue to be governed by and construed in accordance with the laws governing those Account Agreements.