# "Ghazanfar Bank's Digital Banking" Agreement

# **Terms & Conditions**

By signing this form and registering for Online Banking, you give Ghazanfar Bank permission to deliver statements/SMSs and documents relating to your account(s) with us in electronic form via Online Banking to your registered E-mail, Mobile number and/or the Mobile Banking App where available.

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#### DIGITAL BANKING TERMS FOR ONLINE AND MOBILE BANKING

## 1. WHO'S THIS AGREEMENT BETWEEN?

You	Us (or We)
The person who has registered to use either of our digital banking services: Online Banking or the	Ghazanfar
Mobile Banking App	Bank

# 2. WHAT DO THESE TERMS COVER?

These terms cover use of our digital banking services to access your accounts, related services and tools we make available (such as controls you set on how you want to use certain accounts).

We will continue to improve the functionality, tools and services available through our digital banking services.

## 3. HOW DO THESE TERMS FIT WITH YOUR OTHER AGREEMENTS WITH US?

These terms	Product terms
<b>√</b>	×
х	<b>√</b>
	terms

Some digital banking features may not be available depending on your computer, mobile device or operating system.

You may not be able to access all the products and services we offer through digital banking.

We can restrict access to digital banking for any of the reasons set out in your Product terms.

We may add products and services you receive (individually or jointly with someone else) from us to your Online and Mobile Banking access.

We'll communicate with you at all times in English or may in Dari/Pashto.

By using our digital banking services, you agree to these terms.

We don't charge for our digital banking services but you may be charged for making certain types of payments. You can find further details in your Product terms. Your network operator may also charge you for using the internet.

## 4. IN CASE OF JOINT ACCOUNTS

If digital banking services provided through this agreement is linked to more than one account as joint accounts, Ghazanfar Bank may act on the written or electronic instructions of any authorized person.

## **5. KEEPING UP SECURITY**

We'll do all we reasonably can to prevent unauthorized access to your accounts through digital banking. You must also act reasonably to prevent misuse of your accounts through digital banking.

If someone else tries to access, or has accessed, your accounts through digital banking without your permission you must contact us as soon as possible. We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police/other legal entity to assist with any investigation.

You should also check your Product terms as they may tell you more about what you need to do to keep your accounts or products secure.

You can find more information about using our digital banking services, including tips about how to keep your accounts secure and how to make payments, in Banking made easy (if you have a current account or savings account), when you log-in to digital banking and on our website.

## 6. UPGRADES AND AVAILABILITY

From time to time we may make changes to the digital banking service (such as introducing new features or making updates to our Mobile Banking App). Depending on the update, you may not be able to use digital banking until you have updated your browser or software or downloaded the latest version of our Mobile Banking App. You may also need to agree to new terms if you want to continue to use the services. We'll let you know through your mobile device if there is a new version of our Mobile Banking App.

The digital banking service will be available 24/7, unless:

- -we're making changes to our systems or if we can't provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason); or
- -your internet connection, mobile device or network fails. The Mobile Banking App may also not be available if you do not keep it updated.

You'll still be able to use your accounts (e.g. through visiting any nearest branch of Ghazanfar Bank) so we won't be liable to you if digital banking is unavailable.

#### 7. WHAT'S OUR LIABILITY TO YOU?

We provide digital banking "as is" and it's your responsibility to use it in an appropriate way. We may also provide tools that you can use with our products and related services. We'll take reasonable care to make sure that they work as described, but you shouldn't solely rely on them and we won't be responsible if they don't always work as you expect. You should monitor your accounts regularly to check that any tools are operating in the way you expect. Our responsibility is to provide the relevant product or service in accordance with the terms.

We'll take reasonable care to ensure that any information we provide to you through digital banking is an accurate reflection of the information we hold. Where information is provided by a third party we can't guarantee that it is accurate or error free. We'll explain when you use digital banking if information we provide is subject to restrictions or if we provide it on a specific basis (for example, if it's only accurate at a particular date).

We'll use reasonable skill and care to ensure that digital banking is safe and secure and does not contain viruses or other damaging property, for example by incorporating security features into it, however, we can't guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content.

We won't be responsible for:

-any equipment, software or user documentation which someone other than us produces for use with digital banking; and

-any service you use to access digital banking or which you access through digital banking which we don't control.

If you use digital banking outside the Afghanistan, we won't be liable to you if this does not comply with any local laws. We may block your access to our digital banking services if you try to access them from a country that is subject to sanctions (even if you're only there for a short period of time).

## 8. HOW YOU CAN END THIS AGREEMENT

## When?

You can end this agreement and deregister by visiting our nearest branch at any time. Your right to use our Mobile Banking App/ Digital Banking will end once you officially request for end of this agreement.

If you do this, and you were receiving statements, documents and correspondence from us through digital banking, we'll provide you these on paper upon on your request.

# How?

By:

- writing to us at: Ghazanfar Bank, Customer Information e.g. Account Opening Section.

You can delete our Mobile Banking App or stop using digital banking at any time but if you want us to deregister your digital banking access you need to let us know.

If you end this agreement, we can close any services that we provide to you that can only be accessed online.

#### 9. HOW WE CAN END THIS AGREEMENT

We show below the different ways we can end this agreement and your access to digital banking.

# Immediately and without notice

We can do this at any time if:

- you seriously or repeatedly breach any of these terms;
- all accounts or services which you can access through digital banking have closed.

# By giving you at least 1-month notice

We'll tell you why we're ending the agreement unless it would be unlawful for us to do so.

# Immediately and without notice to our Mobile Banking App

We can also do this for our Mobile Banking App if:

- we suspect that your mobile device is not secure or contains, or is vulnerable to, viruses or malicious software;
- the manufacturer of your mobile device or operating system withdraws the Mobile Banking App or we stop supporting it:
- you cancel your registration for Online Banking;
- you do not use it for 12 months. We may ask you to sign up again.

We'll tell you if possible before we do this and why. We may not always be able to contact you, for example because of legal or regulatory restrictions.

#### 10. CHANGES WE CAN MAKE

From time to time we may make changes to these terms (such as introducing specific charges).

We'll make changes for the reasons set out in your Product terms or for any other reason. We need this flexibility so that we can manage our digital banking services over a long period of time. We'll give you 1 month notice of the change and explain the impact. If you don't want to accept the change, you can end this agreement and deregister from digital banking at any time before it comes into effect. If a change relates to the Mobile Banking App, you can also delete it at any time (you can continue using Online Banking if you do this but you may need to update your security details). If we don't hear from you, we'll assume you've accepted the change and it will take effect automatically.

We'll also make changes that we reasonably believe are to your advantage. If we do this, we'll tell you within 30 days of making the change.

## 11. THINGS YOU SHOULD NOT DO

You must not use digital banking for anything other than accessing and managing your accounts. In particular, you must not:

- use it for anything illegal or inconsistent with these terms;
- seek to copy, reproduce, modify or tamper with it in any way;
- attempt to make any income directly from using it;
- use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up to date anti-virus, anti-spyware software, firewall and security patches installed

on it;

- use it in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of digital banking; or
- collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

## 12. OTHER THINGS YOU SHOULD KNOW

#### General

We may transfer our rights and our obligations under these terms to someone else.

You can't transfer any of your rights and obligations under these terms to anyone else.

We own or have a license to all content and material used in digital banking and its arrangement.

# **Our Mobile Banking App**

The Ghazanfar Bank gives you a non-exclusive right to use the Mobile Banking App but you can't grant any rights relating to it to anyone else.

We're responsible for the Mobile Banking App and its content.

#### 13. CONTACTING EACH OTHER

If you want to talk to us about our digital banking services (for example, if you're having technical problems) you'll find dedicated contact details on our website or in the Mobile Banking App. To contact us about a product or service that you access through digital banking, you should use the contact details of Ghazanfar Bank's branch manager where you have opened account.

We'll use the most recent contact details you've given us to communicate with you (including to tell you about changes to these terms).

We may also contact each other through the 'Mail box' (secure e-messaging) facility in Online Banking. We may send you secure messages, place notices in digital banking and give you in App and push notifications about the products and services you have with us, so it's important that you check your secure messages and notifications regularly.

If you send us a secure message, we'll try to respond as soon as we can. If you need to contact us more quickly, please telephone us or visit us in branch.

We can act on messages you send us in this way but if you ask us to do something and you later change your mind, we can't guarantee that we'll be able to undo what you asked to do immediately. Where we provide specific functionality in Online Banking to deal with a request (e.g. for changing your address details), you should use this instead.

We can't deal with all requests by secure message. In particular, you must not send us messages relating to:

- Share dealing, fund management or other transactional instructions;
- opening, amending or renewing existing accounts;
- our dealings with any other person (or on behalf of any other person);

We'll let you know if we can't deal with your request. We also won't respond to inappropriate messages.

#### IMPORTANT INFORMATION

## **Privacy**

Your privacy is important to Ghazanfar Bank.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We provide our Privacy Notice to you separately and will inform you when we make any changes to it or you can ask for a copy in branch.

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.

## **Trademarks**

IPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc. Apple App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc.

#### **Taxes**

You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us.

## Cancellation

For a period of 7 days starting the day after you receive these terms, you have the right to cancel your agreement with us. You can do this by writing to Ghazanfar Bank, Customer Information/Services section.

#### How we are authorized

Ghazanfar Bank is authorized and regulated by the Central Bank of Afghanistan. Our registered office is 866, Shir Pure Main Road, Kabul Afghanistan.

# **Entire agreement**

This agreement together with and any other document referred to in it constitute 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.

# **Governing Law and Dispute Resolution**

This agreement shall be construct 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.

Authorized signatory# 1	Authorized Signatory# 2
Customer Name	Customer Name:
Signature	Signature:
Authorized signatory# 3	Authorized Signatory# 4
Customer Name	Customer Name:
Signature	Signature:
For and on behave of the bank	
Employee Name& Position	
Signature:	