

GENERAL TERMS AND CONDITIONS FOR THE OPERATION OF
ACCOUNTS AND ELECTRONIC BANKING SERVICES
AS OF 1 JUNE 2006



HSBC 
The world's local bank

Operation of the Account

1. The Terms and Conditions set forth herein govern all transactions between the HSBC Bank in Jordan (the Bank, which expression shall include its successors and assigns) and the person or persons signing the Bank's Account Opening Form (the Customer). Signature by the customer of the Bank's Account opening Form shall constitute acceptance of the terms and conditions herein, as amended from time to time. These general Terms and conditions are applicable to each and every account held by the customer irrespective of any special conditions agreed by the customer in relation to any individual accounts, including those Accounts opened by the bank on behalf of the customer with or without the consent of the customer. The bank reserves the right to alter, cancel or add to these rules at any time, and the despositors's acceptance shall apply to any amendment so made.

2. The customer shall not allow the account to be overdrawn except with the prior written consent of the Bank, Notwithstanding the foregoing. The customer shall pay interest on any overdraft drawing at the rate or rates specified by the Bank from time to time, calculated on the daily debit balance on any overdrawn amount. The interest shall be calculated and debited at the end of every month or at any other periods as shall be determined solely by the Bank from time to time without the need for customer consent. The Bank shall reserve its right to charge higher interest rate on any overdraft account and exceeding the contracted limit in case there is no written approval and acceptance by the Bank of such excess.

3. For current accounts the Bank may at its discretion issue a cheque book for the customer, who should keep it in a safe place. He/ She shall exercise due care when drawing any cheque and comply with the conditions printed on the inner front page of the cheque book cover as shall be amended from time to time. The Bank shall not be responsible for any error or omission in paying a postdated cheque or suspending cashment of any cheque except if there is judicial order stopping incashment. The bank has the right to return and not cash any cheque drawn on the customer's account if not drawn on cheque book forms issued by the Bank.

4. The Bank will periodically send the Customer a Statement of Account. No statements will be provided in respect of the Saving Accounts. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 30 days of the date of such statement. No claim whatsoever, about the incorrectness of any entry in the statement shall be entertained after this 30 days' period. The Bank shall not be held liable for any losses due to postal errors, theft, or for any other claim which may arise from this service to the Customer. In case the mail is returned to the Bank from the Customer's last given address or by the postal authorities, the Bank will stop all mail communications and assumes no liability for doing so until the matter is resolved by the customer.

5. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties and its normal charges including without limitation, all charges for dishonoured cheques, stopped cheques and interest on any debit balance. The Bank reserves the right to levy a service charge if the balance on the Account falls below the required minimum during a calendar month, as determined by the Bank from time to time.

6. Deposits and withdrawals may be made at any branch of the Bank in Jordan subject to submission of satisfactory evidence of identity or at any on-site or off-site Automated Teller Machine of the Bank. Using the Bank's Automatic Teller Card subject to availability of the deposit option on a particular Automated Teller Machine. Deposits option is applicable in Jordan.

7. The customer accepts all costs, expenses and risks whatsoever in connection with any Account denominated in a foreign currency including without limitation, any legal or regulatory restrictions international or domestic affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the Bank's branch. The Bank reserves its right to charge the Customer commission on cash deposits and withdrawals to / from foreign currency notes if such deposits and withdrawals are in the same currency as the Account. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time.

8. The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision of this Agreement, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:

- Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations; or
- The exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and Customer Instructions which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

9. I/We undertake that I am/We are the beneficial owner/s of all transactions posted to My/Our accounts and I/We will not allow any other person to operate My/Our accounts for his/their own benefit.

10. The Bank is authorized to debit and charge to the Account all cheques, orders and payments duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer whether or not such Account is in credit and whether or not such Account is or may become overdrawn or an existing overdraft in the Account is increased as a consequence thereof, without prejudice to the Bank's right to refuse to grant or extend such overdraft to the Customer.

11. All payment orders, exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omission, falsification, interruption or delay occurring in their transmission.

12. Acting only as the customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank drafts, and other similar payment instruments for deposit, provided they are made out in favour of the Customer or endorsed to their order. For this purpose, the Bank's offices, correspondents, or other agents appointed by the Bank, shall be deemed to be the customer's agents.

13. The Bank or its agents or its officers shall not be held liable for the loss, falsification or dishonour of a cheque or any other instrument or for the failure to credit, late presentation or in granting time, or any delay in crediting the Account or non payment and return of cheques or other instruments.

14. Deposits to current and savings accounts may be made as often as desired. Proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited under usual reserve, which are subsequently unpaid. The savings account holder must be present in person to make cash withdrawals and must give his instruction on the printed form supplied by the Bank.

15. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonour of any cheque, or for any claims or losses or expenses which may arise as a result of returning a dishonoured cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Account with the amount of any cheque which was drawn or endorsed in favour of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid whether or not the cheque itself can be returned.

16. The rate of interest payable on Deposit Account shall be subject to change without notice. The customer shall retain the amounts of Term Deposit Accounts with the Bank until the maturity of each individual deposit. The interest on each deposit will be payable only upon maturity of the deposit. The premature withdrawal of a Term Deposit shall be only at the sole discretion of the Bank and shall be subject to lower interest rate, and may entail premature withdrawal penalties.

17. The Savings Account (in a form of Passbook) are governed by the Terms and Conditions as detailed in the Savings Passbook. Accounts maintained for Minors shall be operated by a parent or legally appointed guardian by judicial authority named as ("the Operator") until the Minor attains the age of 18. All the moneys standing to the credit of such accounts shall be held for the benefit of the minor and shall not form part of the assets of the Operator of the account. The Operator of the Account shall promptly inform the Bank on the Minor reaching the age of 18.

18. In respect of joint Accounts, the liability of each such person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person hereunder to the Bank shall not be discharged or affected in any way (a) by reason of the invalidity, voidability or unenforceability as regards to any other such person or any security which the Bank may hold in respect of the Account or any part thereof or (b) by the Bank's releasing, discharging, reaching a settlement or varying the liability hereunder of, or making any other agreement with any other such person. The Account holder request and authorise the Bank to place to the credit of any Account in their joint names all amounts, including dividends, interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of them: and to make at the request of either, both or all of them any advance to them by way of loan or over draft or discount or other credit facilities with or without security.

19. The Bank may at any time apply any credit balance to which the Customer is entitled to of any Account with the Bank in settling of any indebtedness of the Customer at any time to the Bank and all Accounts of the Customer with any branch of the Bank shall be treated as one combined Account; for this purpose, the Bank is authorised to purchase with the moneys standing to the credit of any such Account such other currencies as may be necessary to effect such application.

20. The Bank shall have full right to withhold all customer's funds, securities and financial papers, deposited with the Bank as well as all credit balances, deposits and any other money of whatsoever nature kept for the customer by the Bank now or in future in any account whatsoever and at any branch of the Bank, in favor of the Bank, who shall have the right to collect any amount for which the customer is indebted. Such amounts shall be a security and guarantee for repayment of any amount and/or interests and/or any expenses due to the Bank, as per its records, from the customer's accounts. The customer shall forfeit his right to object to such amounts considering that the Bank's records and books are exclusive evidence against him/ her.

21. In the event of the death of the customer, his loss of legal capacity, dissolution, insolvency or bankruptcy (or in case of any other event or similar measures) or in case of joint account of any person known to be one of the account holders, the Bank shall not be liable for any consequent loss resulting from any transactions or drawings on such account if the Bank is not notified in writing of bankruptcy and/or insolvency and/or death of any of the joint account holders, provided that it shall be substantiated by legal convincing documents. In such cases, the Bank shall act in accordance with legal and Sharia practices. A joint account may be closed upon the request of any joint holder. Any holder of this (joint) account may take different loans and ATM cards secured by the balances of such joint account, unless otherwise provided for by the holders of the joint account upon opening such account.

22. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to action taken by any government agency or other force majeure including, without limitation, strikes, industrial action. Electronic machines and equipment, failure or interruption of power supplies provided that the Bank shall endeavour to give notice generally to its customers of any anticipated delays by a notice in its branches.

23. No failure by the Bank to exercise, nor any delay by the Bank in exercising any rights or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

24. Each of the provisions herein is severable and distinct from the others. If one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in anyway.

25. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all moneys due to the Bank at the time of such closing of the Account. The Bank may close or suspend dealings on the Account after deducting all moneys due to the Bank at the time of such closing of the Account and cease accepting funds credited to the Account, without prior notice to the Customer and without giving any reason and without breach of its duty to the Customer either at the Bank's own instance or at the instance of any administrative or court order.

26. Any demand or communication made by the Bank shall be in writing and made at the correspondence address of the Customer indicated in the Account Opening Form (or such other address as the Customer shall notify the Bank in writing from time to time) and shall be deemed to have been served on the date of posting. The Customer shall advise the Bank without delay of any change in address, change in employer's address, and/or in the documents and details submitted to the Bank.

27. The Terms and Conditions shall be governed by and construed in accordance with the laws of Jordan in which the branch of the Bank is located. Any claim or dispute, arising from the relationship between the Bank and its Customer or otherwise shall be subject to the jurisdiction of the civil courts of Jordan but without prejudice to the Bank's general right to take proceedings, where necessary, in any court whatsoever. The Customer hereby agrees to bear all legal expenses and advocate fees in case the Bank instigates legal action in connection with any claim relating to the said account(s), and hereby undertakes to pay any fees and stamps set out on his Bank documents and to register them on the account.

28. The Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bank (including, without limitation, banks, legal and security references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to the other members of HSBC Group.

29. The Customer irrevocably agrees that the Bank may at its discretion and for any purpose including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body, share any information, details or data relating to the Customer or the Customer's Transactions with any member or associate member of the HSBC Group of Companies.

30. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.

31. Information about Customers may be processed outside Jordan, whether in UK or elsewhere.

32. In these Terms and Conditions, the term "person" includes an individual, firm, company, corporation, government, state or agency state or any association partnership (whether or not having separate legal personality) or two or more of the foregoing and, shall include its or their successors and heirs (as appropriate).

33. The Bank reserves to itself the right to close or refuse to open any account without giving a reason.

34. Declaration Regarding Standing Instructions:

1. I/We understand that if there are insufficient funds in my/our account (Autopay Out only) on a pre-specified number of occasions as advised by the bank, the Bank may cancel my/our instruction with prior advice to me/us.

2. I/We understand that a charge may be levied, at the Bank's discretion, on each instruction payment rejected due to lack of funds.

3. I/We understand that any charges levied (including commission, postage and stamp duty) may be debited to my/our account mentioned above.

4. I/We understand that the Bank accepts no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds or (in the case of remittance by telegraphic transfers) for any error omission or falsification which may occur in the transmission of any message or for its misinterpretation when received and I/We agree to indemnify the Bank against any action, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, falsification or misinterpretation.

5. I/We confirm that if the instruction specified above for a period to be advised by the Bank, the Bank has my/our permission to terminate the instruction under notification to me / us.

6. Any instruction, which the bank receives from the customer and vice versa any instructions, which the Bank sends to its customer and made through electronic and banking machines (which contain agreed upon passwords) and any correspondence exchanged through fax, Internet or any other communication means howsoever, shall be considered an irrevocable evidence against the customer.

35. These Terms and Conditions create legally binding obligations on the Customer that do not contravene other contractual or legal obligations of the Customer.

Electronic Banking Services

- 1.* The terms and conditions set forth herein below shall govern all transactions conducted by the customer through the ATM card, Global Access Cards, telephone banking services and any other service means to be adopted in future, in addition to the general conditions of the contract and the different agreements for managing the customer's account with the Bank since all are subject to the terms and conditions of Hexagon Agreement form (the Bank's international financial and electronic services system).
- 2.* The Card shall at all time remain the property of the Bank and the Customer shall surrender the Card to the Bank immediately upon request. The Bank may with reasonable justification withdraw at any time all rights and privileges pertaining to Card and any other cards / phone banking service.
- 3.* The Card and Personal Identity Number (PIN) are issued to the Customer entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss/damage arising from the issue to the Customer of the Card and PIN however caused unless the cause is the result of an act or error of the Bank.
- 4.* The Customer shall at all times remain liable for any transaction made by use of the Card/phone banking services and shall indemnify the Bank for all loss/damage however caused by any unauthorised use of the Card or PIN.
- 5.* Without prejudice to the provisions of Clause 3, the customer shall exercise every possible care to prevent loss or stealing of the Card and details of the PIN and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen Card/PIN is used prior to receipt of the written notice in that respect .
- 6.* The Bank's record of transactions processed by the use of the Cards/phone banking services shall be conclusive and binding for all purposes and acceptable as documentary evidence, and do hereby waive my right to object .
- 7.* The Bank shall debit the Customer's Account with the amount of any withdrawal/transfer effected by use of the Card/phone banking services. Transfers shall be restricted to the transfers between the Customer's own account, with the Bank in Jordan or to fixed amounts transferred to the accounts of certain other clients of the Bank nominated by the Customer in writing for settlement of dues. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer's Account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.
- 8.* The bank shall debit the Customer's Account with all expenses arising from the issue of the Card as may be announced by the Bank from time to time and any replacement thereof.
- 9.* Cash withdrawals performed in countries other than that in which the Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the Bank. The availability of the cash machine services requested in a country other than which the Card was issued is governed by the local regulations in force of the Country . The Bank will not be liable if these services are withdrawn without notice therefore.
- 10.* The Customer shall not disclose the PIN to any other persons without the prior written consent of the Bank.
- 11.* The Customer shall not be entitled to overdraw the Account with the Bank or to withdraw/transfer funds by use of the Card/phone banking services in excess of any overdraft limit agreed with the Bank.
- 12.* The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction / failure of the Card or ATM arising out of the Customer's mistake or the temporary insufficiency of funds in such machines or otherwise howsoever.
- 13.* Any cash or cheque deposited by use of the Card into ATMs shall only be credited to the Customer's Account after verification by the Bank which shall be conclusive and binding for all purposes and any such deposits shall only be regarded as having been received by the Bank upon its being credited to the Customer's Account.
- 14.* Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque (s) has/have been cleared, the proceeds paid to the Bank by the paying bank and credited to the Customer's Account
- 15.* The Customer shall be Jointly and severally responsible for all transactions processed by the use of the Card/phone banking services issued to one or more of them on joined account, notwithstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the Account to sign.
- 16.* The Bank shall be entitled to immediate return of the Card in the event, the Customer's death, closure of the Account or restraint bankruptcy or insolvency.
- 17.* If the customer uses the postal deposit service to communicate any messages to the Bank, the Bank's records shall be the conclusive evidence with respect to the nature of such messages and the time in which the Bank receives such messages. The customer shall be fully responsible for any ambiguity in the recorded written instructions. Any correspondence through electronic and/or electrical means and/or fax shall be considered evidence against the customer in addition to Bank's books, records and accounts.
- 18.* The Bank reserves the right to vary any of these Terms and Conditions without notice to the Customer. Use of the Card/BankLink after the date upon which any change to these Terms and Conditions have effect (as specified in the Bank's notice) will constitute an acceptance without reservation by the Customer of such change , provided that the Customer shall have been notified thereof before such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 Days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.
- 19.* These Terms and Conditions shall be governed by and construed in accordance with the laws in force for the time being or which shall be enacted in the future in Jordan where the Customer's branch is operating.