



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

The Client's signature on the service request and its submission to the Bank's branch or to the service provider is considered a final binding contract between the Bank and Client, therefore the Client should read and understand all the terms and conditions of the service thoroughly before signing.

By self-registering to the service and agreeing to the terms and conditions, the client will be considered fully aware and committed to the terms of usage and so should carefully read and understand the listed terms and conditions prior to agreement.

First: Definitions

- **Service/Services:** This is the service provided by Commercial International Bank Egypt that allows the customer to pay money through their mobile device by opening a Mobile Wallet account – allowing the Client's mobile number to be used for transactions by deposits and/or withdrawals and/or electronic payments and/or electronic transfers via his/her mobile device. An electronic balance should be deposited in the Mobile Wallet account.
- **Bank:** the Commercial International Bank Egypt (CIB) and all its branches.
- **Service Provider:** Any establishment the Bank contracts to provide services related to the service. The service provider must place the 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:** The person subscribed to the service related to this contract, under the condition that he/she possesses their own a valid mobile device/line and his/her signature is on this application.
- **Mobile Wallet:** The Mobile Wallet account opened at the Bank in the name of the Client and registered with his/her mobile number. The Wallet account is used for depositing, withdrawing, transferring, and completing other types of transactions.
- **Electronic Balance:** The balance of electronic money units in the Mobile Wallet account, resulting from transactions performed on the account with the Client's knowledge. This electronic payment is transferable to any other Client and/or service provider and is usable as a payment tool for entities announced by the Bank.
- **Electronic Money Units:** The 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:** The Arab Republic of Egypt.
- **Mobile:** Any mobile device that is compatible with any of the working mobile network operators in the estate.
- **Dormant Wallet:** A mobile wallet on which no transactions or electronic/authenticated balance inquiries have taken place for one year.
- **Active Wallet:** A mobile wallet on which one financial transaction was performed, including balance inquiry within one year, using the channels that have been provided by the bank: electronic channels, physical branches, or Authorized Banking Agents.

Second: Mechanism of Service Providing

- Once the Client signs the subscription form, completed Mobile Wallet account opening procedures, and verifying his/her identity to the Bank or the service provider, and on the condition that he/she has fulfilled other requirements, the Bank will send an SMS to the Client confirming the Mobile Wallet account opening and providing him/her with a download link and activation code. The Client can use the activation code to log in to his/her Mobile Wallet and create a six-digit password to use the Mobile Wallet. It is the Client's responsibility to keep the password secured and change it if it was exposed.

- Once the customer self-registers to the service, completed Mobile Wallet account opening procedures, and verifying his/her identity to the Bank or the service provider, and on the condition that he/she has fulfilled other requirements, the Bank will send an SMS to the Client confirming the Mobile Wallet account opening and providing him/her with a download link and activation code. The Client can use the activation code to log in to his/her Mobile Wallet and create a six-digit password to use the Mobile Wallet. It is the Client's responsibility to keep the password secured and change it if it was exposed.
- In case of self-registration to the service, the customer declares that all the data entered is correct and valid, and the national ID number is valid. In case of violation of that, the bank has the right to legally refer to the customer.
- The Bank has its right to review the Client's request for the service, either through the signed request or through self-registration, and approve or reject it accordingly. The Bank keeps its right to verify no false play within 24 hours of the service's activation and at any time while the service is functional.
- The bank has the right to suspend/close the mobile wallet of the new customer (not the bank customer during the subscription) who subscribed to the service via self-registration, in case the bank did not receive the signed subscription application signed by the designated customer during the period specified by the bank through the bank website and other communication channels it sees fit.
- The Mobile Wallet has to be linked to a mobile number provided by any of the active mobile networks in the estate. This line has to be registered to the Client's National ID number and in his/her possession.
- The Client has the right to use his electronic account to deposit to or withdraw from amounts through service providers and/or CIB ATMs upon service availability or by transferring amounts from his/her electronic account to other Clients and/or service providers. The customer can withdraw or deposit the amounts to his/her electronic account within the limits set by the Bank.
- The Client has the right at any time to close his/her Mobile Wallet and liquidate his/her electronic deposits by calling the call center number that 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 the cancellation request.
- The Bank is committed to notifying Customers in the event of service outages due to planned maintenance.
- In the event that the Bank has decided to terminate the service, or if any other circumstances lead to a service disruption, the Bank is committed to fulfilling its obligations to card users, including refunding the cards' remaining balance.

Third: Using the Service

- The right to use the service or benefit from it is limited to the Client only and no one else. The Client is committed to prevent any other person from using or benefiting from it.
- The Client has to provide service providers with an accepted identification when executing deposits or withdrawal transactions and must present it in person.
- 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 assessment, to stop or cancel the service if it is used in contradiction to any of the terms and conditions or any applicable laws and procedures in the estate or the regulations of Central Bank of Egypt (CBE) and the Egyptian Anti-Money Laundering and Terrorist Financing Combating Unit. This includes but is not limited to buying products, goods or services prohibited according to the laws of Egypt, or interacting with restricted entities and individuals.





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- The Client is committed to keep his/her password secure at all times. Accordingly, the Client is 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 Egypt electronic payment cards (Credit Cards, Debit Cards and Prepaid Cards) have the right to add funds to their Mobile Wallet account by transferring from their cards to the Mobile Wallet using the application installed on their mobile devices. This can happen after the Client requests to link up to two cards to their Mobile Wallet through one of the Bank's official channels; for example, but not limited to the bank's branches, or during self-registering from within the application. The bank has the right to activate, add or cancel any of these channels, according to the bank's policy.
- The bank activates the card/cards and links them to the customer's mobile wallet at their request within 7 working days from the date of the request, unless the bank notifies the customer otherwise.
- If a Client decides to stop the mobile phone number linked to his/her Mobile Wallet account, he/she will lose an integral element of being a Smart Wallet user and will automatically lose his/her right to use the service through his/her suspended mobile phone number.
- The Client is obliged to inform the Bank immediately if he/she chooses to close the mobile number linked to the service so that the Bank can close the linked account.
- The Client acknowledges the Bank's right to take the necessary measures to ensure that the Client has possession of the mobile phone number associated with the service. The Bank has the right and sole discretion to suspend the if the Bank discovers that the Client does not have possession of the line connected to the service. The Bank is not responsible in this regard.
- The Client acknowledges his/her responsibility for all transactions executed using the Mobile Wallet through the mobile number linked to the Mobile Wallet and using the password. The Bank's records shall act as evidence against him/her and anyone else.
- The Bank is not responsible for any losses or damages that can affect the Client because of the misuse of the service or because of any mistake or damage that might happen from the Client side, or because of insufficient funds in the Mobile Wallet, 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 is not responsible for any entity's refusal of electronic balance as payment and is not responsible for goods or services that the Client acquires using this balance. Any complaints from the Client will have to be resolved with the entity directly and the Bank's role will be limited to adding any amount he/she might be refunded to the mobile account after the Bank has received valid documents issued from this entity.
- If the Client's mobile phone is lost or stolen and another person executed any transactions on his/her account through the mobile phone, the Client is fully responsible towards the Bank for all the consequences of this usage. The Client must suspend the account immediately through the designated call center number.
- Any complaints from the Client related to the service should be directed to the designated call center. The agent will transfer the complaint to the concerned department and will update the Client within a specified time period.
- All Mobile Payment transactions can only be completed by Egyptian citizens, inside Egypt and in local currency.

- The Customer shall not disparage the Bank, its employees, delegates, agents or correspondent Banks or take any procedure or action that may harm the Bank or its reputation whether inside or outside the Bank's premises and branches, via any electronic means or on social media. In case the Customer violates this clause, the Bank may close the account and take all the necessary banking and legal procedures against the Customer to maintain the Bank's rights.

Fourth: Fees

- The Client commits to pay the registration fees (Smart Wallet opening fees), annual fees, and service fees (including withdrawal, depositing, transfer, etc.) as determined by the Bank in accordance with the banking services tariff announced by the Bank.
- The Bank reserves the right and discretion to amend the fees at any time and to announce the fees in the form the Bank sees fit. Announcements are considered valid notifications. Using the service after amendment date is considered as the Client's acceptance with no reservations.
- All instructions given by the Client and all operations executed through the service result in legal consequences. The Bank commits to carrying out all instructions provided by the Client through any of the service's electronic mediums.
- All instructions issued by the Client to the Bank through the service's electronic mediums are processed as if they are issued from the Client directly. The Bank is committed to executing the instructions once received and to arranging all its consequences. In return, the Client is responsible for all consequences based on the Bank's execution of these instructions.
- The Client commits to compensating the Bank for any losses, claims, damages or costs and expenses that the Bank might bear as a result of the execution of his/her instructions, including court and counseling fees.
- If the Bank discovers that the Client might perform actions to invade or break money laundry and terrorist financing laws, the Bank has the right to suspend all his/her electronic accounts until the Client presents an adequate and accepted justification. The Bank also has the right to take necessary actions as per the relevant laws in Egypt.
- The customer acknowledges and accepts the tariffs, fees and commissions applied on the Bank's products and services as declared in the Bank's branches, website and call center. The customer also acknowledges that the Bank has the right to amend the announced fees without the Client's prior consent.
- We acknowledge the mechanism of submitting complaints at the Bank, through any of the Bank's official and authorized channels, which are (Call center, Internet Banking /Mobile banking application, Customer care unit email, CIB official website or any of CIB branches). The Bank is committed to responding to the complaint within 15 working days of its submission (except for the complaints related to transactions processed with third parties). In the event of dissatisfaction with the complaint's response, the Customer should notify the Bank within 15 working days from receiving the complaint's response, indicating the reasons of dissatisfaction. If the Customer failed to do so, this will be deemed an implicit acceptance of the Bank's response. Upon the Bank receiving a notification of non-acceptance, the Bank will reconsider and investigate the complaint and provide the Customer with the final response in 15 working days with valid justification if there is no change in Bank's response. The Customer may not refer the complaint directly to the Central Bank of Egypt except in the following cases:
 - Failure to receive any response from the Bank in respect of the submitted complaint within 15 working days from the delivery date.
 - Dissatisfaction with the Bank's final response on the complaint.





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Fifth: General Conditions

- The service is only available for transactions in Egyptian Pound (EGP).
- Every mobile number can only be linked to one Mobile Wallet.
- The Bank is committed to maintaining the confidentiality of all data and information that might be handed over by the Client. The Bank is also committed to preserving the confidentiality of all operations performed by the Client through any of the service's electronic mediums. The Bank and the Client are committed not to disclose any of the above information under any circumstances except in accordance with estate laws, or to abide by orders or in accordance with the service's terms and conditions.
- The Client consent that the Bank can submit or disclose all or part of the information related to his/her account(s) to any of its branches, agents and/or entities that provide technical or financial services or entities contracted by the Bank to provide services related to the Mobile Wallet or to any authorized or regulatory authority upon request, according to what the Bank deems necessary.
- The Bank has the right to entrust any second party inside the estate to execute its commitments according to the service's terms and conditions. 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 the Bank might hand over commitments to in accordance with the service's terms and conditions has the right to record phone calls received on the numbers dedicated to call center and keep the recording.
- The Bank has the right to terminate the service at any time. The Bank must notify the Client at least 30 days before the termination. The Bank has the right to amend any terms and/or conditions of using the service. Any amendment will be applicable to the Client once notified through any of the means the Bank deems adequate as long as the change has been announced. If the Client does not accept any of these amends or changes, he/she must inform the Bank of his/her wish to terminate the contract within 30 days of receiving notification and must stop execution of any transactions immediately and submit a request to close Mobile Wallet(s) to the Bank and execute any necessary settlements, including payment of any dues and refunding any remaining amounts owed to him/her in his/her balance and follow the same procedures of cancellation.
- If any of the Client's information or data is changed, the Client is committed to inform the Bank right away of the change
- For updates to Client information, the Client should visit the branch.
- This contract submits to the laws of Arab Republic of Egypt and any disputes that may arise with regard to the 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.
- If a customer's mobile wallet is considered dormant, the customer can reactivate it using any of the channels specified by the Bank. The Bank has the right to close the mobile wallet if a year has passed since the customer's balance fell to zero and he/she did not reactive the wallet.
- The Bank has the right to close the customer's mobile account if it was not activated or an M-PIN was not set within three months of registration.
- This application is executed in Arabic and English. If there is 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, the service recovery time will be a maximum of 5 hours. This may extend in case of force majeure.

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

- All the information stated in the application request signed by him/her or provided while self-registering to the service is true and correct. Also, the Client agrees to keep this application and enclosed documents at the Bank in case the service is cancelled.
- The Client is the actual and only beneficiary of the mobile line that is linked to the service and is mentioned on the application and that this line is under his/her custody. He/she is also the actual beneficiary of the Mobile Wallet linked to their mobile phone.
- The Client is committed to updating his information if it changes or if they acquire another citizenship or within 30 days of the Bank's request for information.
- The Client has reviewed all the terms and Conditions mentioned in this application or announced through the Bank's official website to use the Mobile payment service and approves and accepts them.
- The Client fully acknowledges their responsibility for the safety and legality of the source of any funds that are deposited in the Mobile Wallet or transferred to and from the Mobile Wallet and is committed to verifying that the money does not conflict with the Antimoney laundering and terrorist financing laws and its regulations and decisions.
- The supplementary Cardholder undertakes his/her knowledge that the linkage of this card will stop automatically once the card associated with the account is stopped. The Bank is cleared of all responsibility in the case of connecting smart card portfolio service process crashes.
- The Customer acknowledges and will suspend any Card linked to the service once it has been renewed or updated. A new application must be submitted to link this card again after its data is updated.
- If the customer would like to transfer accounts, close an account or terminate a subscription to a particular product or service, they acknowledge that they need to go to the nearest branch or contact the dedicated call center service. The customer may also inquire about the fees applied by the Bank if the account is closed and recognizes that the Bank has no further responsibilities or obligations in this case.
- I confirm that my mobile device is running on the original, unmodified operating system (not rooted or jailbroken).