



UCB - CORPORATE INTERNET BANKING AGREEMENT

1. DEFINITION:

In these Terms of Service (hereinafter referred to as “**Terms and Conditions**” or “**Terms**”), unless the context indicates otherwise, the following words and phrases shall have the meanings indicated against them:

“**Account**” shall mean any Bank account of the Customer with the “Bank so designated by the Bank to be eligible account(s) for the operations through the use of Corporate Internet Banking Services.

“**Application**” shall mean application(s) for availing of the Corporate Internet Banking Services “CIB” from UCB in form and manner prescribed by United Capital Bank - UCB.

“**United Capital Bank - UCB**” or “**Bank**” shall mean United Capital Bank a company registered in November 2005 by the Commercial Register under the Company Ordinance Act, 1925 with the registration number 25575.

CBos shall mean the Central Bank of Sudan

Siraj shall mean the Real Time Gross Settlement System owned and administered by CBoS.

“**Beneficiaries**” shall mean the persons identified by the Customer from time to time in whose favour fund transfer instructions including payment instrument and payment instruction requests are given by the Customer through the Services.

“**Channels**” shall mean e-mail, letters, branches, network connection, web interface of UCB or interface installed at the Customer's server including the Host-to-Host Customer Server or other electronic communication method permitted by UCB through which the Customer may supply/make available the requests for instruction or instruments, the details of the Beneficiaries and other instructions for the Services.

“**Confidential Information**” refers to the information obtained by the Customer through the Bank for availing various services through Bank's Website.

“**Corporate Internet Banking Services**” or “**CIB Services**” or “**Services**” shall mean the services provided by the Bank to provide access to corporate accounts about account information, products and other services (including Transaction of financial and non-financial in nature) to the Customers through the Website of the Bank and informed about such services through the Website and/or other communication.

“**Customer/Client**” refers to Person named in the Application form who is willing to avail CIB Services.

“**Instruction**” means any request or instruction that is received from the Customer by the Bank through Corporate Internet Banking services.

“**OTP**” refers to one time pass code that would be sent to a customer's mobile number as well as

“**Person**” shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm, Limited Liability Partnership, and any other association of persons whether registered or not.

“**Personal Information**” refers to the information of the User obtained by the Bank in connection with the Corporate Internet Banking Services.

“**Third Party Product**” refers to any product and/or service of third party which is offered by or through the authorized intermediary of the Bank.

“User” refers to the Customer or a person who is authorized by the Customer of the Bank to use Corporate Internet Banking Services, as the case may be.

“Website” refers to the website owned, established, and maintained by **UCB** at the URL ‘www.ucb-sd.com’.

2. APPLICABILITY

These Terms and Conditions mentioned herein forms the contract between the User/Customer using the Corporate Internet Banking Services and the Bank. By applying for Corporate Internet Banking Services and accessing the Services, the User acknowledges and accepts these Terms and Conditions. Any conditions relating to the Accounts of Customer other than these Terms and Conditions will continue to apply except that in the event of any conflict between these Terms and the Account conditions, these Terms and Conditions will continue to prevail. These Terms and Conditions shall remain valid until it is replaced by another agreement or terminated by either party or Account is closed, whichever is earlier. These Terms and Conditions will be in addition to and not in derogation of the terms and conditions relating to any Account(s) of the User and/or to those relating to services/facilities offered by **UCB** and availed by the User/Customer(s).

3. APPLICATION FOR CORPORATE INTERNET BANKING SERVICES

The Bank may offer Corporate Internet Banking Service to selected customers at its discretion. The Customer would need to have access to the Internet for availing the Services. The acceptance of the Application and the acknowledgement thereof does not automatically imply the acceptance of application for Corporate Internet Banking Services. The Bank may advise from time to time, the internet software such as browser, which are required for using Corporate Internet Banking Services. There will be no obligation on the part of the Bank to support all the versions of a particular internet software or browser.

4. CORPORATE INTERNET BANKING SERVICES

The Bank shall endeavor to provide to the User of Corporate Internet Banking, services such as inquiry about the balance in his/her Account(s), details about transactions, statement of account, request for issue of cheque books, request for transfer of funds between accounts of the same User and other accounts and many other facilities as the Bank may decide to provide from time to time. These facilities shall be offered in a phased manner as decided by the Bank from time to time at the discretion of the Bank. CIB Services can be discontinued by the Customer in accordance with Section 23 of this Terms and Conditions. The Bank at its sole discretion may also make additions/deletions to the Corporate Internet Banking Services being offered without giving any prior notices or reasons. The availability /non-availability of a particular service shall be advised through the web page of the Bank or written communication or any other mode as the Bank thinks fit. Bank shall be entitled to modify, upgrade or suspend all or any of the Services, at its sole discretion, from time to time, and shall endeavor to inform the Customers of such changes in the Services. The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the Corporate Internet Banking Services using technology reasonably available to the Bank. The User shall not use or permit any authorized Person to use Corporate Internet Banking Service or any related service for any illegal or improper purposes.

The User would be allotted a User ID and a password (to be used at the time of login) by the Bank in the first instance. The User will be required to mandatorily change the password assigned by the Bank on accessing Corporate Internet Banking Services for the first time.

As a safety measure the User shall change the password as frequently as possible, at least once in 90 days. Bank may request the User to change the password at a different frequency, as may be decided by the Bank.

The User shall not attempt or permit others to attempt accessing the Account information stored in the computers and computer networks of the Bank through any means other than the Corporate Internet Banking Services.

The Bank shall have the right to assign User transaction limits based on the eligibility factors and provision of necessary documents as may be decided by the Bank. The overall limit will be governed by the Bank's Internet Banking and Payment policy and Bank will have discretion to change the same any time.

5. USER-ID AND PASSWORD

The User shall:

- Keep the User-ID and password totally confidential and not reveal them to any third party.
- Create a strong password as per password criteria defined by the bank
- Commit the User-ID and password to memory and not record them in a written or electronic form; and
- Not let any unauthorized person have access to his computer or leave the computer unattended while using Corporate Internet Banking Services.
- Not disclose/reveal his/her personal or confidential information to anyone over email/SMS/phone call even if its purportedly from **UCB. UCB** or any of its representatives will never send you emails/SMS or call you over phone to seek your personal information like Username, passwords, OTP, etc.
- Not access the service if his/her computer device is not free of malware (Viruses, Trojans, etc.).

In the event of forgetting of User-ID or password or expiry/of password(s) User/Customer can request for change of the password by sending a written request to the Bank along with authorization of the Customer. The selection of a new password and/ or the replacement of User ID shall not be construed as the commencement of a new contract. The Customer/User agrees and acknowledges that the Bank shall in no way be held responsible or liable if the User incurs any loss as a result of compromise of User ID and password by the User himself or User has failed to follow the Corporate Internet Banking Service instructions as published by the Bank on its website from time to time. Customer/User agrees to fully indemnify and hold harmless to Bank in respect of the same. Customer can reset his login password using Reset Password option given on CIB pre login page. This will enable a User to receive the newly reset password on their email ID registered with the Bank.

The Customer must exercise due care to see that the confidentiality of the password and User ID is maintained. If third parties gain access to the Services, including Customer's Account, Customer shall be solely responsible for any consequences which may arise and shall indemnify the Bank against any liability (ies), cost(s) or damages incurred or suffered by the Bank arising out of claims or suits by any Person(s) including but not limited to such third parties based upon or relating to such access and use.

The Bank has no obligation to verify the authenticity of any transaction instruction(s) sent or purported to have been sent from the Customer or any documentation submitted or purported to have been submitted by the Customer whether online, or otherwise, other than by means of verification of the Customer password.

The Customer accepts full responsibility for the monitoring and safeguarding of the Customer's Account information and all transactions associated with it. The Customer should also ensure that unauthorized person(s) does not access its Account.

Locking of User ID

Corporate Internet Banking password/User ID shall get locked after a certain number of attempts as may be decided by the Bank. The Customer shall be notified on each failed login or authentication attempts through SMS, email or any other means as appropriate as decided by the Bank. In case of emergency, the User ID / password can be unlocked through the branch. User can also unlock their User ID using Unlock User ID option given on CIB pre login page. This will enable the Users to get their User ID unlocked instantly.

Deactivation of User ID

The Bank will have the discretion to deactivate a User's Corporate Internet Banking ID, if the same has not been used for a period defined by the Bank and will share an advance notification through suitable means of communication, as may be decided by the Bank from time to time.

Also, the Bank has the right to deactivate the Corporate Internet Banking login of User due to unsatisfactory behavior in the Account. Bank may also deactivate CIB Services access of any Customer or its Users based on any court, statutory, regulatory order received by the Bank.

A User having Corporate Admin module access can also deactivate any of the User ID pertaining to that particular Customer.

6. PROCEDURE FOR CHANGING USERS

The Customer can revoke the authority of an existing User, change its user access profile/authorize a new User by giving a resolution/mandate in the format prescribed by United Capital Bank - UCB. However, all these Terms and Conditions herein shall continue to apply. In case an authorized User leaves the services/employment of the Customer, the Customer will immediately notify **UCB** to disable the user access, giving **UCB** reasonable time to do so.

The Transactions done by the Customer until **UCB** disables the user access are binding on the Customer.

7. INSTRUCTION BY CUSTOMER

Any instruction, order, direction, request entered using the Customer's password shall be deemed to be an instruction, order, directive, request received from the Customer or its duly authorized representative or Customer's duly authorized designee. All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise are based upon the Customer's decisions and are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, request with **UCB**, either electronically or otherwise, does not guarantee execution of such instruction, direction, order or request. **UCB** shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until it confirms the receipt of such instruction, direction, order, request. Any communication addressed to the User by **UCB** is deemed to have been addressed to the Client as well. Similarly, any communication and/or action of the User through the CIB Services offered by **UCB** will be legally binding on the Client.

8. CYBER CRIME AND OTHER ACTIONS

The internet *per se* is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc. that could affect payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the Customers, there cannot be any guarantee from such cybercrimes and other actions that could affect payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the Instructions. The User shall separately evaluate all such

risks and the Bank shall not be held responsible for the losses arising out of such cybercrimes. The User understand that doing a Net Banking transaction at a Cybercafe/shared computer terminal/wifi is risky and shall avoid using the services of a Cybercafe/shared computer terminal/wifi to do any net banking transactions. Any transaction done by a Customer/User at cybercafe or shared computer terminal or wifi are susceptible to identity theft/compromise of sensitive personal information and any financial/reputational/other losses or risk arising out of it shall have to be borne by the Customer.

9. ERRORS - OMMISION & COMMISSION

The filling in of applicable data for transfer of funds and/or issue of cheques would require proper, accurate and complete details.

For instance, the Customer is aware and understands that:

- He/she would be required to fill in the correct account number of the person to whom the funds are to be transferred.

He/she would be required to fill in the correct details such as the name of the beneficiary, account No. of the beneficiary, amount to be transferred, etc whichever is applicable.

In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts and there is no guarantee of recovery of the same thereafter. The User shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him/her to the Bank in this regard is error free, accurate, proper, and complete at all points of time. The User indemnifies the Bank from any losses due to an error on his/her part.

Credit will be affected based solely on the beneficiary account number information and the beneficiary's name particulars will not be used there for. On the other hand, in the event of the User's Account receiving an erroneous credit by reason of a mistake committed by some other person or for any other reason, the Bank shall be entitled to mark lien and/or reverse the erroneous credit at any time whatsoever without his/her consent. The User shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him/her as a result of the same.

10. RISKS

The Corporate Internet Banking platform of **UCB** may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays and/or failure in the processing of instructions. The User/Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason.

11. TRANSACTION LIMITATIONS

The User is aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred by virtue of the payment instructions given hereunder. The User acknowledges that the same is to reduce the risks on him/her. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the relevant page or the Website.

12. CHARGES AND FEES

The Bank at its discretion from time to time, may levy charges for usage of Corporate Internet Banking Services and/or charges for selected services on the Corporate Internet Banking platform.

The Bank shall notify the customer at least 30 (thirty) days before effecting any change in the charges through display on the website or any other mode as the Bank deems appropriate. The Customer shall be liable to pay fees and charges for the Corporate Internet Banking Services if any. The Customer hereby authorize(s) the Bank to recover all charges related to Corporate Internet Banking Services as determined by the Bank from time to time by debiting the Customer(s) account. The Customer shall be liable to pay fees and charges for the Corporate Internet Banking Services as specified in the fee structure. Notwithstanding anything contained in these Terms and Conditions, such fee structure may be changed by **UCB** from time to time at its absolute discretion.

13. RIGHT TO SET OFF AND LIEN

UCB shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Client's Primary Account and/ or; Secondary Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Corporate Internet Banking Service used by the Client.

14. FUNDS TRANSFER

The User shall not use or attempt to use Corporate Internet Banking Services for funds transfer without sufficient funds in the relative Corporate Internet Banking Services. The Bank will endeavor to affect such funds transfer transactions received through Corporate Internet Banking Services, provided there are sufficient funds available in the User's account.

15. FUNDS TRANSFER TO OTHER ACCOUNTS

The User accepts that he/she will be responsible for keying in the correct account number/other particulars of the beneficiary for the funds transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to the User entering wrong/incorrect/incomplete account number, information of the Beneficiary and/or any other particulars.

If funds transfer rights/facility is made available to the User, it may be used for transfer of funds between User's own accounts and/or from User account to accounts belonging to third parties maintained at the Bank and/or at other Banks. In the event, such transfer of funds is to accounts belonging to third parties maintained at any other Bank, which falls under the network of central Bank of Sudan Electronic Fund Transfer System (**Seraj**), the same shall be governed by the terms and conditions applicable to the Real-Time Gross Settlement System ("RTGS")

16. BULK PAYMENT

The Bank provides the facility of bulk payment for transactions executed on Corporate Internet. Users can process bulk payment to maximum **7000** (Seven Thousand) Beneficiaries in one go

17. OFFLINE STATEMENT

A maximum of 500 (five hundred) transactions can be viewed on CIB screen. To view more than 500 transactions, user can opt for offline statement option. All the transactions will get delivered to the User's email ID registered with the Bank. At the bank's discretion, these can change from time to time.

18. STANDING INSTRUCTIONS/SCHEDULED PAYMENTS

The User can set 'standing instructions' or 'schedule payments' on a required date i.e., the date on which the Users Account shall get debited in the functionality where it is available. If the User wishes to modify / cancel this 'standing instructions / scheduled payments', the same should be done 1 (one) day prior to the schedule date by visiting any branch of the Bank.

19. BANK AUTHORITY

Banking transactions in the Customer's Account(s) are permitted through internet, only after the authentication of the User ID and password of the User. The Customer/User irrevocably and unconditionally authorizes the Bank to access all his/her account(s) for effecting banking and other transactions performed by the User through the Corporate Internet Banking services. The instructions of the User shall be affected only when such information is in accordance with the prescribed procedure. The Customer/User grants express authority to the Bank for carrying out the banking transactions performed/requested by him/her through Corporate Internet Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Corporate Internet Banking Service or purported to have been sent by the User via Corporate Internet Banking Services, other than by means of verification of the User-ID, and the password. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. All corporate having Maker and Checker rights will be able to initiate transaction using Maker ID and authorize the transaction using Checker ID by inputting Authorization password and OTP. The Bank may at any time without giving notice or reasons, suspend or terminate all or any of the Corporate Internet Banking services or their use by the Customer/User.

20. FULL INFORMATION

A Customer shall provide such information as the Bank may from time-to-time reasonably request for the purposes of providing the Services. The User is responsible for the correctness of information supplied to the Bank through the use of Corporate Internet Banking Services facility or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous/incomplete/incorrect information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him/her, he/she shall advise the Bank at the earliest. The Bank will endeavor to correct the error wherever possible on a 'best efforts' basis. If the User notices an error in the account information supplied to him/her through Corporate Internet Banking Service, he shall advise the Bank at the earliest. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

21. TRANSACTION PROCESSING DOCUMENTS

Transactions under the Corporate Internet Banking Services will have maker and checker, except few entity types where in only single user is permitted. The Bank will decide the entity type wherein single user ID is allowed.

Customer's Corporate Internet Banking access will be provided based on the Application made by the Customer and the Customer shall be responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Corporate Internet Banking. If any request for a service is such that it cannot be given effect unless it is followed up by requisite documentation, the Bank shall not be required to act on the request until it receives such documentation from the Customer.

22. FORCE MAJEURE

UCB's obligations contained herein may be delayed, interrupted or there may be failure in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, which would include any event beyond the reasonable control of **UCB**, including, without limitation, unavailability of any telecommunications data communications, computer systems and services, sabotage, fire, flood, explosion, acts of God- including an epidemic or pandemic civil commotion, strikes or industrial action of any kind (whether involving the Bank's employees or those of a third party), riots, insurrection, war or acts of government. **UCB** shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein and will not be deemed to be breach of the Terms and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

23. PRIVACY

In the process of using the Corporate Internet Banking platform, **UCB** may be privy to information relating to the Customer, including information that is of a confidential nature. **UCB** is strongly committed to protecting the privacy of its customers and has taken steps to protect the information furnished to it. **UCB** has taken all the necessary measures to protect the confidentiality of the information and their transmission under the CIB Services, however it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of **UCB**.

The Customer shall not disclose, in any manner whatsoever, any information relating to **UCB** of a confidential nature obtained in the course of availing the CIB Services through the Corporate Internet Banking platform, to any other person. Failure to comply with this obligation shall be deemed as a serious breach of these Terms and Conditions and shall entitle **UCB** to terminate the Corporate Internet Banking Services without prejudice to any damages to which it may be entitled against the Customer.

UCB undertakes not to disclose the information provided by the Customer to any person(s), unless acting under good faith that such action is necessary to: 1) conform to the legal requirements or comply with the legal process; 2) protect and defend UCB rights or property 3) enforce the Terms and Conditions; or 4) Act to protect the interests of UCB's members or others.

UCB may also use information including the 'Customer Information' of the Customer, share the information with the affiliates and third parties for providing CIB Services and any service-related activities such as collecting subscription fees for those Corporate Internet Banking Services and notifying or contacting the Customer regarding any problems with or the expiration of such CIB Services. In this regard, it may be necessary to disclose the Customer Information to one or more agents and contractors of **UCB** and their subcontractors, but such agents, contractors and subcontractors will be required to agree to use the information obtained from **UCB** only for these purposes.

The Customer hereby authorizes **UCB** to exchange, share, part with all the information related to the details and transaction history of the Customer to Central bank of Sudan banks/financial institutions/credit bureaus/agencies/participation in any telecommunication or electronic clearing network as may be required by law or customary practice and shall not hold **UCB** liable for the use or disclosure of this information. The Customer agrees that **UCB** or its contractors may hold and process the Customer Information on a computer or otherwise in connection with the CIB Services as well as for statistical analysis and credit scoring.

24. COMMUNICATION

The Customer agrees that **UCB** may send information including data, statements and reports to the Customer relating to the Services via electronic mail to an address designated by the Customer for that purpose in the Application. The Customer recognizes that such information would be of a confidential nature, however, the information may be intercepted, read, modified, or altered by any person during such transmission.

The Customer agrees that **UCB** shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will **UCB** be liable for any error, omission or delay in the Services arising due to acts or omissions of any internet service provider or any third-party service provider on whose performance **UCB** is dependent for transmitting such information or data. **UCB** shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, and delay in delivery or any pecuniary loss.

The Customer agrees and confirms that all transactions effected by or through the Channels for giving details and/or instructions to **UCB** or otherwise communicating with **UCB** in connection with the Services or through other means of telecommunication as received by United Capital Bank - UCB, shall constitute legally binding and enforceable transactions. **UCB** shall be entitled to rely and act on any communication through the Channels, which originate or appear to originate from the Customer and such actions shall be fully binding on the Customer.

25. REPRESENTATIONS AND WARRANTIES

The Customer represents to **UCB** that:

- i. The Customer has full power to perform its obligations in accordance with these Terms and has taken all necessary action, including all internal and corporate approvals, for execution of the Application and availing of the Corporate Internet Banking Services.
- ii. Availing of the Corporate Internet Banking Services from **UCB** does not or shall not violate or conflict with any law applicable governing the Customer and/or any regulatory requirements, any provision of the Customer's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Customer shall intimate **UCB** of any change in any regulatory/legal/statutory requirements, the effect of which may be to restrict or prohibit the provision of the Corporate Internet Banking facility within seven days of any such change.
- iii. The Customer shall be responsible for complying with all applicable laws and regulations (including guidelines issued by the Central Bank of Sudan and various other regulators from time to time) in connection with the Corporate Internet Banking Services.
- iv. The Customer shall be solely responsible for any acts, errors, omission, or fraud on the part of its employees or agents.

26. TERMINATION OF THE FACILITY

The Customer may discontinue or terminate use of any or all the Corporate Internet Banking Services facility hereunder by giving written request at the nearby branch of the Bank. Provided that such termination shall not affect the Customer's liability to fulfil and complete its obligations in connection with the transactions made or his/her account(s) prior to the time of such cancellation of the Corporate Internet Banking Services. The termination of the Services shall not affect any accrued rights and liabilities of the Customer and United Capital Bank - UCB. **UCB** reserves the right to terminate or suspend any or all the Corporate Internet Banking Services, in

whole or in part, forthwith, at any time without assigning any reason by notifying the Customer either through its website, email or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of any or all the facilities, the privileges may be reinstated by **UCB** at its sole discretion. Subject to statutory/regulatory compulsions, **UCB** would endeavour to give reasonable notice before termination.

27. RESTRICTIONS ON USE

The Customer agrees to use the Corporate Internet Banking platform strictly for genuine use and not for any illegal purpose or in any manner inconsistent with these Terms and Conditions. The Customer agrees not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of **UCB** and/or affiliates or otherwise compromise or imperil the interests of **UCB** and/or affiliates. The Customer acknowledges that the Website have been developed, compiled, prepared, revised, selected and arranged by **UCB** and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes the valuable intellectual property of **UCB** and may also include trade secrets of **UCB** and such others. The Customer agrees to protect the proprietary rights of **UCB** and other parties during and after the term of the CIB Services and comply with all reasonable written requests made by **UCB** or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights on the Website and the mobile application. The Customer agrees to notify **UCB** in writing promptly upon becoming aware of any unauthorized access or use of the Website by any party or of any claim that the Website infringes upon any copyright, trademark or other contractual, statutory or common law rights.

28. LINKS TO WEBSITES

This Corporate Internet Banking platform may contain links to other websites operated by other parties. Such links are provided for the convenience of the Customer only and **UCB** does not control or endorse such websites and is not responsible for their contents. The use of external websites is also subject to the terms of use and other terms and guidelines, if any, contained within each of the external websites. In the event that any of the terms contained herein conflict with the terms of use or other terms and guidelines contained within the Website then the terms of use and other terms and guidelines for the Website will prevail. The linked websites are not under the control of **UCB** and it is not responsible for the contents of any linked website or any link contained in a linked website, advertisements appearing in or services offered by or any changes or updates to such websites.

29. INDEMNITY

The Customer agrees to indemnify, without delay or demur the Bank, and its officers, directors and agents and keep **UCB** and its officers, directors and agent indemnified harmless at all times from and against any and all actions, claims, suits, proceedings, demands, damages, losses, costs, and expenses (including attorney's fees) which **UCB** may suffer or incur, directly or indirectly, arising from or in connection with:

- i. Breach of these Terms mentioned herein.
- ii. Improper use of the Corporate Internet Banking Services by the User/Customer.
- iii. Any claims made by the third parties arising from issues related to any failure, delay or interruption of the products and/or services as provided by the Bank's Corporate Internet Banking services.
- iv. The use of products/Corporate Internet Banking Services in any manner which violates these Terms or otherwise violates any law, rule, conditions, or regulation.
- v. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body.

- vi. Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Customer's employees or any agents, third party consumers.
- vii. Breach of any obligations, representations or warranties/ any of these Terms by the Customer.
- viii. Any inaccuracy, error or omission of any data, information or message as provided by the Customer instruction/mandate, or the transmission or delivery of any such data, information or message as provided by the Customer.
- ix. Any unauthorized modification to the network connection.
- x. Any frauds committed due to the Customer not adhering to good practices as suggested by United Capital Bank - UCB.

All indemnities given by the Customer to **UCB** shall survive the termination of the Services.

30. LIABILITIES OF THE BANK

The Bank shall not be liable for any unauthorized transactions in the Account(s) through the use of Corporate Internet Banking Services which can be attributed to the fraudulent or negligent conduct of the User.

The Bank, for valid reasons, may refuse to execute any instructions placed by the User.

The Bank shall endeavour to take all possible steps to maintain secrecy and confidentiality of its customer account(s)/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank.

The Bank will in no way be held responsible or liable for delay, failure and/or untimely delivery of OTP and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any other reasons beyond the reasonable control of the Bank or its service provider(s).

Notwithstanding anything contained herein, where the Bank has reason to believe that any transaction or marking of liens, have been fraudulently made (hereinafter referred to as a "suspected transaction"), the Bank shall be entitled to withhold payment pertaining to such suspected transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a suspected transaction, the Bank shall release such withheld payment subsequently.

UCB shall not be liable for any inaccuracy, error, or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. For this clause data shall include Data File.

Under no circumstances shall United Capital Bank - UCB, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of Services or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Services or any inability of **UCB** to receive instructions, directions, orders or other communications from the Customer or Customers of the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

The Customer expressly agrees that use of the website is at his/her sole risk. The Website is provided on an 'as is' and 'as available' basis. Except as warranted in these Terms and Conditions, **UCB** expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness and any warranties relating to non-infringement in the CIB Services. **UCB** does not warrant that access to the Website and CIB Services will be uninterrupted, timely, secure or error-free nor does it make any warranty as to the results that may be obtained from the Website, or use of the Services or as to the accuracy or reliability of the CIB Services. **UCB** gives no warranty regarding the transactions entered through the Website. **UCB** will not be liable for any virus that may enter the Customer system as a result of Customer using the CIB Services. **UCB** does not guarantee to the Customer or any other third party that the CIB Services would be virus free.

31. LIABILITY – USER

The User shall be liable for

- i. Non-compliance of these Terms mentioned herein.
- ii. The user may be liable to potential risk, financial / reputational loss/ right to view /transact etc. on account of breach of terms and conditions
- iii. If he/she has breached these Terms or contributed or caused the loss by negligent actions such as the following:
 - a. In disclosing or failing to take all reasonable steps to prevent disclosure of the user ID, and/or password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within a reasonable time.
 - b. Not advising the Bank within a reasonable time about unauthorized access to or erroneous transactions in the account(s) through the Corporate Internet Banking Services.

32. AMENDMENT TO THE TERMS

UCB has the absolute discretion to amend or supplement any of these Terms at any time and that **UCB** will endeavour to give notice of the same by email or by displaying the amended terms and conditions on the official website or in any manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the website of **UCB** and shall be deemed to have accepted the amended Terms by continuing to use the Services.

33. GOVERNING LAWS

Any dispute under this Agreement shall be governed by and construed in accordance with the Sudanese laws and regulations

Users agree and acknowledge that in case of any disputes or differences arising out of or in connection with these terms and conditions whether during its subsistence or thereafter between **UCB** and the User including any disputes or differences relating to the interpretation of these Agreement or any clause thereof shall be settled by arbitration in accordance with the provisions of the Sudanese Arbitration Act of 2016, which shall be conducted in Sudan.

34. NON-TRANSFERABILITY

The grant of facility of Corporate Internet Banking Services to a User is non-transferable under any circumstances and shall be used by the User only.

35. WAIVER

No failure or delay by **UCB** in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of **UCB** hereunder are cumulative and not exclusive of any rights or remedies available in law.

36. ADVERTISING OR PUBLICITY

The Customer shall at no time use or associate the name or marks of **UCB** with its own name or refer to **UCB** in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of United Capital Bank - UCB.

37. THIRD PARTY RIGHTS

A person who is not a party to these Agreement (other than an Affiliate of **UCB**) shall have no right to enforce them.

38. ANTI VIRUS UPDATE – DISCLAIMER

The User needs to get his Personal Computer/laptops/desktop or any other compatible system scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Corporate Internet Banking Services.

39. THE INFORMATION TECHNOLOGY ACT 2000 – APPLICABILITY

The Bank has adopted the mode of authentication of the User by means of verification of the User ID, Nick name and or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The User hereby agrees/consents for the mode of verification adopted by the Bank. The User agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding, and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.

Corporate Name:.....

Authorized Signatuaries :.....

Date:.....

