



بنك النيل الازرق المشرق  
Blue Nile Mashreg Bank

## BNMB Internet Banking Agreement

This BNMB—matrix Internet Banking Services Agreement (this "**Agreement**") is made and entered into between **Blue Nile Mashreg Bank**, P.O. Box 371 Khartoum Sudan. (Hereinafter the "**Bank**") AND

The Customer: .....

Type:  Corporate  Individual

Having its address at: .....

WHEREAS the Customer has requested the Bank to provide certain Internet banking services and the Bank has agreed to provide such services to the Customer.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

### **Definitions:**

Where the context so permits, the following expressions mean:

<b>Accounts</b>	Account or accounts of the Customer with the Bank.
<b>Business Day</b>	A day on which the Bank is open for business in Sudan
<b>BNMB-matrix</b>	The brand name of the Bank's Corporate e-delivery channel for the Services
<b>Services</b>	Financial and Non-Financial Services provided pursuant to this Terms and Conditions - BNMB-matrix.
<b>Services Level Start-Up Form</b>	The form attached hereto which contains the service-level requirement of the Customer.
<b>Authorizer</b>	Person or persons appointed by the Customer to vet and authorize the transactions, prior to authorization by the financial users.
<b>Inputter/Initiator</b>	Person or persons appointed by the Customer to initiate transactions, in line with the Entitled Rights.
<b>Financial User</b>	Both Inputter and Authorizer will be the Financial Users

## **Entitled Rights**

Defining the operational parameters within which any user can operate. In case of Enquiry Users created by the Administrator, the Entitled Rights are defined by the Administrator.

## **Access and Use of the Services**

1- The Bank has agreed to provide the Customer access to and use of the Services in accordance with the terms and conditions of this Agreement

2- The Services provided by the Bank under this Agreement shall consist of:

a) Financial Services: services which include instructions given or changes advised which if accepted by the Bank, may or may have an impact on the operation and/or balances of the Customer's Accounts; and/or

b) Non-Financial Services: services which include making enquiries, initiating requests to download statements and other activities not covered by Financial Services

3- Access to and use of the services will only be permitted after completion of the Services Level Start-Up Form.

4- The Customer is solely responsible for ensuring that the computer and other equipment with which the Non-Financial User/Financial User accesses and uses the Services is suitable for such use and is functioning properly. The Bank accepts no liability if the Customer suffers any loss or damage because an item of the Customer's equipment is unsuitable for the Services or not functioning properly.

5- The Customer may at any time restrict and/or cancel access to or use of the Services by a Non-Financial User/Financial User in whichever manner it deems necessary, and shall inform the Bank of such restriction and/or cancellation as soon as practically possible and shall obtain the Bank's acknowledgement of receipt of such information.

6- The Customer shall be liable for all actions taken by the Non-Financial User and/or / Financial User under this Agreement.

## **Instructions**

1- The Customer irrevocably authorizes the Bank to accept and act upon instructions given to the Bank by the Financial User.

2- The Customer undertakes, and shall procure that the Non-Financial User/Financial User undertakes, to be bound by instructions given by the Bank regarding security procedures.

3- The Bank will only provide Financial Services if a Financial User fully complies with the security procedures of the Bank.

- 4- The Customer shall be responsible for the Administrator allowing access to a Non-Financial User, for blocking access to a Financial User and/or Non-Financial User, and for such other actions performed or to be performed by the Administrator.
- 5- The Customer may conduct transactions at all hours. Exceptions may apply hereto, but the Customer will be advised in respect hereof at the time of conducting the transactions.
- 6- All transactions shall be conducted subject to the availability of adequate funds in the Accounts.
- 7- The Bank may keep records of electronic or other written instructions received in respect of the Services for as long as the Bank considers appropriate.
- 8- The Bank will not act on any instruction given via public e-mail nor via the BNMB-matrix mail facility. The Bank shall not be liable for any loss or damage arising from the use of public e-mail by the Customer.
- 9- The Bank reserves the right to debit the Customer's Account(s) with the charges for the Services as agreed upon between the Customer and the Bank from time to time.
- 10- The Bank's books and records shall be final and conclusive evidence of the correctness of any transaction or Account.
- 11- The Bank (in its discretion) may dispatch, by courier, at the Customer's sole risk and liability, the BNMB-matrix access code and/ or the electronic signature device, to the address specified in the Business Account Opening Form or as may be separately provided, in writing, to the Bank, by the authorized signatory. The Customer undertakes that it shall take all necessary steps and measures to ensure that the access code(s) and/or electronic signature device(s) are received by its authorized representatives.

## **Security**

- 1- The Customer undertakes to procure the Non-Financial User/Financial User to treat the Entitled Rights, documentation or any other information related to the Services, and/or security procedures that the Bank may choose to adopt, as strictly confidential.
- 2- If the Entitled Rights, documentation or other information related to the Services, and/or security procedures that the Bank may choose to adopt are disclosed to any person other than a Non-Financial User/Financial User, that person may be treated by the Bank as an authorized Non-Financial User of the Customer.
- 3- If the Customer and/or Non-Financial User/Financial User knows or suspects that someone else has learned such Entitled Rights, documentation or other information related to the Services, and/or any other security procedure that the Bank may choose to adopt, the Customer shall immediately inform the Bank in writing and obtain the Bank's acknowledgement of receipt hereof.
- 4- All technology-based devices and methods of electronic authentication for the security and integrity of electronic data and electronic communication transmission and identification may be subject to change, at the sole discretion of the Bank.

5- All technology-based devices and methods of electronic authentication for the security and integrity of electronic data and electronic communication transmission and identification may be subject to change, at the sole discretion of the Bank.

### **Procedures regarding delivery of Services**

1- The Bank shall be entitled to alter, amend or replace any or all of the security procedures, form or level of encryption used by the Bank to protect the confidentiality of information provided through BNMB-matrix, and all other matters related to or in connection with the delivery or use of the Services by the Bank.

2- In the event of such alteration or amendment, the Bank will inform the Customer of the amended or altered procedure to be complied with by the Customer to facilitate the delivery and use of the Services under such amended or altered procedure by the Bank to the Customer.

3- The Customer undertakes, and shall procure the Non-Financial User/Financial User to undertake, to be bound by any and all instructions given by the Bank regarding amendment to or alteration of the procedures regarding delivery and use of the Services availed of pursuant to these Terms and Conditions - BNMB-matrix.

### **Privacy Policy**

1- The Bank recognizes the importance of protecting personal information and any and all other information supplied by the Customer to the Bank pursuant to these Terms and Conditions - BNMB-matrix (the "Confidential Information") and undertakes to follow and comply with its internal operating procedures designed to prevent misuse of Confidential Information.

2- The Bank undertakes not to sell or provide Confidential Information to any third party as long as such Confidential Information remains confidential or is not otherwise generally in the public domain except as required by law.

### **Liability & Indemnity**

1- The Bank shall not be liable for payments made to any third party arising out of erroneous instructions by the Customer.

2- The Customer shall be liable for any action taken by the Administrator and/or Non-Financial User and/or Financial User under these Terms and Conditions - BNMB-matrix and for instructions issued by a person to whom information relating to the Entitled Rights and use of the Services has been disclosed by the Customer, its employees or agents.

3- With the exception of gross negligence and/or willful misconduct committed by the Bank, the Bank shall not be liable for any damage or loss incurred by the Customer from the use or failure to use the Services. The Customer is fully liable to indemnify the Bank, its officers, directors, and employees, agents for any loss or damage, howsoever caused to the Bank, resulting from the use of the Services by the Customer.

4- In consideration of the Bank complying with the Customer's Instructions (section 3) under these Terms and Conditions BNMB-matrix, the Customer hereby agrees and undertakes to protect, defend, hold

harmless, indemnify and keep the Bank fully indemnified of, from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, causes of action, costs and expenses of any kind and nature whatsoever that may be imposed on or asserted against or incurred or suffered or sustained by the Bank directly or indirectly as a result of or in consequence of the Bank's compliance with the Customer's instructions and the Customer also fully and irrevocably waives, releases, discharges and relinquishes the Bank from any and all claims, obligations and rights that the Customer may have against the Bank under the law or otherwise.

## **Suspension**

1- The Bank may at any time refuse access to or use of the Services or any part thereof for any period of time and may choose to withdraw, suspend or restrict the Services temporarily.

## **Termination**

1- The Bank may terminate the Customer's use of the Services by seven (7) days prior written notice to the Customer.

2- The Customer may terminate this Agreement by giving thirty (30) days prior written notice to the Bank.

3- The Bank may further terminate access to BNMB-matrix with immediate effect:

- a) If the Customer ceases to maintain an account with the Bank in Sudan
- b) If the Customer fails to comply with any obligation under this Agreement
- c) If the Customer's relationship with the Bank is terminated
- d) If the Customer passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the Customer's winding-up or dissolution.
- e) Upon the passing of an order for the appointment of a liquidator or receiver for the Customer
- f) If the Customer enters into an arrangement or composition with its creditors generally or applies to a court of competent jurisdiction for protection from its creditors generally or
- g) If the Customer notifies the Bank of any change in its status which is unacceptable to the Bank.

## **Taxation**

1- All taxes, charges or liabilities which the Customer may incur in any jurisdiction, is the responsibility of the Customer alone. If the Bank is required by any competent revenue authority to make a deduction or has to withhold an amount payable by the Bank to the Customer, the Bank will not be liable to the Customer for the loss suffered as a result of such deduction or withholding.

2- The Customer agrees to indemnify the Bank if a competent revenue authority requires the Bank to make a payment in respect of any tax amount which the Customer failed to pay.

## **Miscellaneous**

### **1- Force Majeure:**

The Bank shall not be liable for any delay or failure of BNMB-matrix caused by factors outside its reasonable control including without limitation any Act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or nonavailability, non-functioning or malfunctioning of internet services provider(s), broadcast telecommunications or other network systems or services, except in cases where these events may be remedied.

### **2- Waiver:**

Failure or delay on the part of the Bank to exercise any power, right or remedy under these Terms and Conditions - BNMB-matrix shall not operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in these Terms and Conditions - BNMB-matrix are cumulative and are not exclusive of any remedies provided by law.

### **3- Full Agreement:**

("These Terms and Conditions - BNMB-matrix is in addition to any account related agreement (the "Account Agreements signed between the Customer and the Bank. In case of a conflict between the provisions of these Terms and Conditions - BNMB-matrix and the Account Agreements, provisions of these Terms and Conditions - BNMB-matrix will prevail. Issues which are not covered by these Terms and Conditions - BNMB-matrix but covered by the Account Agreements will be governed by the provisions of the Account Agreements.

### **4- Alteration:**

The Bank reserves the right to revise or alter any of the terms of these Terms and Conditions - BNMB-matrix. The Bank will in the event hereof, where practicable, notify the Customer in advance. If the Bank alters any part of these Terms and Conditions - BNMB-matrix the Customer agrees to be bound by these Terms and Conditions - BNMB-matrix in relation to the appropriate alteration.

### **5- Severability:**

In the event any one or more of the provisions of these Terms and Conditions BNMB-matrix is held to be unenforceable under the laws of the applicable jurisdiction; the validity, legality and enforceability of the remaining provisions (or any remaining part of such provision or provisions) shall not be in any way affected or impaired thereby.

### **6- non-Assignment:**

These Terms and Conditions - BNMB-matrix and the rights and obligations hereunder may not be assigned by either party hereto without the prior written consent of the other. These Terms and

Conditions - BNMB-matrix shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing contained in these Terms and Conditions - BNMB-matrix is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights and remedies under or by reason of these Terms and Conditions - BNMB-matrix

**7- Governing Law:**

These Terms and Conditions - BNMB-matrix shall be governed by and construed pursuant to the laws of Sudan. The courts of Sudan shall have jurisdiction over any disputes arising under these Terms and Conditions - BNMB-matrix.

**Services Level Start-Up Form**

This Services Level Start-Up details form an integral part of the BNMB-matrix Agreement

Please indicate below which of your accounts you wish to access through BNMB-matrix


Please specify the account from which you prefer us to debit the fees and/or tariffs for the channel

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Under this agreement, the bank is also authorized to link all our Company accounts that are opened in future to our online BNMB-matrix profile

**BNMB-matrix User Profile**

Please list the Usernames of each of the persons you wish to nominate as USERS for BNMB-matrix

**User Profile 1**

Full Name in CAPITAL letters:	
Mobile Number:	

Email:	
Signature:	
Account Number/Customer ID(If available)	

USER Role (Tick One)

- Inputter
- Authorizer
- Viewer

\*Approving rights of each financial user will be as per the signing mandate available with the bank at the time of online access. It is customer's responsibility to advise the bank.

\*Strike out the unused sections on all the pages.

\*Customer needs to Sign and Stamp all the pages of the agreement.

### User Profile 2

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	
Signature:	
Account Number/Customer ID(If available)	

USER Role (Tick One)

- Inputter
- Authorizer
- Viewer

### User Profile 3

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	



Signature:	
Account Number/Customer ID(If available)	

USER Role (Tick One)

- Inputter
- Authorizer
- Viewer

#### User Profile 4

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	
Signature:	
Account Number/Customer ID(If available)	

USER Role (Tick One)

- Inputter
- Authorizer
- Viewer

#### User Profile 5

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	
Signature:	

Account Number/Customer ID(If available)	
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USER Role (Tick One)

- Inputter
- Authorizer
- Viewer

### User Profile 6

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	
Signature:	
Account Number/Customer ID(If available)	

USER Role (Tick One)

- Inputter
- Authorizer
- Viewer

### User Profile 7

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	
Signature:	

Account Number/Customer ID(If available)	
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USER Role (Tick One)

- Inputter  
 Authorizer  
 Viewer

### User Profile 8

Full Name in CAPITAL letters:	
Mobile Number:	
Email:	
Signature:	
Account Number/Customer ID(If available)	

USER Role (Tick One)

- Inputter  
 Authorizer  
 Viewer

### Agreement Authorization

The Customer has taken all necessary action and has all necessary authority to enter into and execute this Agreement and the BNMB-matrix - Terms and Conditions. The person(s) who sign below on behalf of the Customer have/has been duly authorized to sign the Agreement and the Terms and Conditions - BNMB-matrix on behalf of the Customer and such authorizations are in accordance with the applicable constitutional documents of the Customer.

Signed and stamped on behalf of the customer by: Signed and stamped on behalf of the customer by

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Full Name in BLOCK letters

Full Name in BLOCK letters

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Title

Job Tite

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Signature of Authorized Representative

Signature of Authorized Representative

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Signed on behalf of Blue Nile Mashreg bank

Date

--	--

Name of Relationship Manager

Date

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Signature

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