

Date: _____

To:

Bank Leumi le Israel B.M. (the "Bank")

General Terms for Use of Banking Communication Services

Customer No.: _____

Family Name:	Sur Name:	ID/Passport No.
Family Name:	Sur Name:	ID/Passport No.
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We the customers whose details are listed above (the "**Customers**") , hereby request to join the area of Banking Communication Services and receive from the Bank services provided by way of the banking communication systems which enable contact between customers and the Bank's computers and/or those on its behalf (the "**Bank's Computers**"), including via the internet, telephone lines (including IVR [interactive voice response] systems) and cellular and automated service stations etc. (the "**Banking Communication Systems**" or the "**Systems**" or the "**Service Channels**").

Subscription of the Customers to the service and/or the Service Channels shall be done in a manner permitted by the Bank. In addition, subscription to the Systems and/or use of infrastructure that does not belong to the Bank (such as Electronic Data Interchange- EDI systems or SWIFT Messaging Services Score) ("Third Party Systems") are likely to be subject to agreements, to which the Bank is not a party, between the Customers and third parties, and it is hereby clarified nothing contained therein shall derogate from the Customer's obligations in accordance with these Terms.

Should the Bank approve the Customers enrollment in the Banking Communication Services, the Services shall be provided subject to the terms as follows:

1. The Services

The Services might include-depending on the type of system-receipt and transfer of information and/or aggregation of information and/or providing instruction/transfer requests for the execution of activities in the accounts and/or providing instruction/transfer requests for the execution of activities in favor of third parties in the Bank and/or other banks and/or the provision of technical assistance and/or services and/or other activity of any type whatsoever as shall be permitted by the Bank from time to time. Without derogating from the generality of the above, the Services shall also include all of the following services as specified below:

- 1.1 Future transactions, securities transactions, documents, rights and other items which customarily may be purchased, sold, used or transferred to the Bank or through it.
- 1.2 Receipt of advice in connection with investments in securities and financial assets of various types including deposits, Provident Funds, future transactions, metals transactions or the right to any of the above including transactions with special risks and securities transactions in which the Bank is an interested party.
- 1.3 For purposes of this document the term "Future Transactions" shall include all of the transactions in financial instruments executed and/or which shall be executed by the Customers from time to time in the Bank and/or by way of the Bank, whether traded

on any exchange whatsoever or whether not traded (OTC), including without limitation, engaging in futures contracts ("Futures"), engaging in Spot, Forward transactions, SWAP transactions, options (written, purchase, realization and sale), and of all various types and with respect to different assets, including different currencies, different types of indices, different goods, different types of interest, securities (Israeli or foreign) and any other asset, including MAOF clearing transactions as well as transactions in financial instruments on which the Bank decides from time to time.

1.4 Every instruction that relates to any activity whatsoever by means of the Card or in reference thereto, including ordering cards and requests for credit of any type given and/or which may be given from time to time and received by way of the Card.

2. Definitions

In this document, the following expressions shall bear the meanings set forth alongside them:

- 2.1 **"the Bank"** – as defined above, including anyone on its behalf, and *inter alia* a credit card company (a company acting on behalf of the Bank to issue a credit card as well as to manage and operate a credit scheme as noted in the request to issue a card or in the notice which shall be sent to the Customers in connection with the Card and/or anyone on its behalf and/or who shall come in its place).
- 2.2 **"the Accounts"** – the account, as defined in the preamble hereto, and other accounts joined to the relevant system;
- 2.3 **"the Machine" or "the Means"** – the computer, communication equipment, card reader, smart cards, identification means and any equipment, hardware and software used by the Customers for the purpose of the communication and all the ancillary functions, including data protection;
- 2.4 **"the Bank's Equipment"** – all the machine's components given to the Customers by the Bank;
- 2.5 **"Giving of Instructions"** – the giving of instructions for the execution of transactions through the systems, directly to the Bank's computers, without the intervention of a banker.
The Bank shall decide, based on the criteria determined by it from time to time, what types of transactions will be executed in the giving of instructions format;
- 2.6 **"Relay of Requests"** – the systems' use for the purpose of relaying requests for the execution of transactions to the Bank, through the intervention of a banker.
The Bank shall decide, on the basis of the criteria determined by it from time to time, what types of transactions shall be handled in the relay of requests format.
- 2.7 **"the Card"**-a tag or any other item and other means which shall be defined by the Bank as a card for the repeated intended use of, inter alia, exiting purchases or withdrawal of cash by way of debiting the Account. This term shall include credit cards and ATM cards as defined herein.
- 2.8 **"Card Holder"**-holder of the Carder according to the Customer's request or any one of them-whose details are printed on the Card.

3 Receipt of the Services

- 3.1 The Customers may execute transactions as permitted by the Bank from time to time, to be executed through the Systems joined by the Customers, in accordance with the Services and in such accounts and/or deposits as they choose.
- 3.2 The Customers undertake to study and familiarize themselves with the Systems, the way in which they operate and their possibilities for use, before commencing the use thereof. The Receipt of Services' by the Customers shall be in accordance with the Bank's instructions, as furnished to the Customers from time to time. In addition to the aforesaid, customers using third party systems shall obtain additional instructions from their providers regarding the manner and conditions for their use.
- 3.3 The execution of any transaction within the framework of the Services shall be subject to the rules, terms and conditions customary at the Bank in respect of such type of account/s, sphere/s of activity and transaction/s, on the date of giving the instructions for the transaction's execution by the

Customers through the Systems (and in respect of transactions executed in the relay of requests format – on the date on which the Bank executes the transaction, if approved), as though executed at the Bank's branch. The Customers agree that the above terms and conditions shall apply to and bind them, and the Customers shall be deemed to have signed the forms in the text customary at the Bank at such time for the purpose of executing such transaction. The Customers acknowledge that the terms of operation applicable to any type of account, sphere of activity and the terms and conditions of any operation and/or transaction may be inspected at any of the Bank's branches on the days and during the hours the branch is open to the public.

- 3.4 The Customers acknowledge that the giving of instructions and/or relay of requests for the execution of a transaction does not guarantee actual execution. Actual execution depends on all the terms and conditions mentioned in this document and on other terms and conditions, including the absence of any legal or other impediment, production of all the documents required for the transaction's execution and subject to the transaction not being likely to expose the Bank to considerable or unreasonable risk, in its discretion, including because of the transaction amount or if the Customers' relevant account balance at the Bank – plus the amount of the credit and/or overdraft expressly approved by the Bank for the Customers that the Customers have not yet utilized – is insufficient (hereinafter in this clause 8 referred to as "Insufficient Balance"). In such cases, the Bank may decline to execute the transaction or may execute it fully or partially or proximately.
- 3.5 The Customers acknowledge that before the giving of an instruction and/or relay of a request for the execution of any transaction, they shall confirm the existence of a sufficient credit balance to cover the transaction in the relevant account, or the existence of suitable collateral that the Bank has agreed to consider, which shall enable the Bank to act accordingly. The Customers agree that the Bank may, without obligation, execute the transaction even if the relevant account balance is insufficient or there is no suitable collateral. For the avoidance of doubt, it is expressed that the Bank's consent to execute any transaction in the absence of a sufficient balance does not oblige it to agree to the execution of additional transactions in such cases.
- 3.6 The Customers agree that where an instruction and/or request to execute any transaction is given to the Bank, the Bank may do all the acts obliged in connection therewith, in its discretion, and any such act shall bind the Customers.
- 3.7 The Bank may refuse to execute a request relayed through any of the Systems also having regard to the circumstances existing on the day on which the transaction is supposed to be executed.
- 3.8 If the Bank allows the execution of any transaction on the assumption that the Customers have signed a basic or general document and/or form that according to the Bank's practice must be signed before the giving of an identical instruction in writing and the Bank later learns that the Customers have not signed such document and/or form; and if the Bank reaches the conclusion that any instruction and/or request is tainted by a lack of clarity or in the Bank's opinion should not be carried out in its entirety without obtaining further details, information or explanations from the Customers, the Bank may, at its election, decline to act at all in accordance with such instruction and/or request or execute it only partially or act in another manner that in the Bank's discretion, having regard to the circumstances of the case, constitutes proximate performance of the said instruction and/or request.
"Lack of clarity" for the purpose of this sub-clause 3.8 – whether the lack of clarity is in the content of the instruction and/or request or the manner in which the instruction and/or request was received.
- 3.9 The Customers hereby authorize the Bank to debit any of their accounts in any amount required for the purpose of executing the transactions, including for the purpose of making transfers and paying levies and taxes pursuant to any applicable law.

4 **Finality of Instruction and/or Requests**

- 4.1 Transactions executed through the Systems in the Giving of Instructions format may not be cancelled.
- 4.2 Requests to execute transactions relayed through the Systems may be cancelled in those systems so permitting, so long as they have not been approved by the Bank.

5 **Limits on amounts**

The Bank may from time to time determine a ceiling for the execution of a single transaction through the Systems and/or a daily/monthly/other ceiling decided upon by the Bank (hereinafter referred to as "the Ceilings"), in addition to the limits imposed on their execution pursuant to the terms and conditions of this

document. The Customers undertake to act solely in the framework of the permitted ceilings as published by the Bank from time to time.

If the Bank receives instructions or requests through the Systems for the execution of transactions deviating from the ceilings determined by the Bank, the Bank may, without obligation, execute them, and such transactions, if executed, shall bind the Customers.

6 Additional Terms and Conditions Applicable to the Execution of a Transaction

6.1 In addition to the provisions of the General Terms for Operation of an Account, Services provided through the Systems in relation to international trade shall be governed by the relevant rules, as the case may be, published by the International Chamber of Commerce in Paris, in force on the date of Giving the Instruction to execute the transaction by the Customers (and in respect of transactions executed in the Relay of Requests format – in force on the date on which the Bank executes the transaction, if approved).

6.2 The Customers undertake to furnish the Bank with all the documents and certificates required by law for the purpose of executing any transaction in respect of which they have Given an Instruction or Relayed a Request.

7 Dates of Receiving the Services

7.1 The transactions in respect of the execution of which instructions are given and/or requests relayed through the Systems, if executed, shall be given the value of that business day (in Israeli currency or foreign currency, as the case may be), in accordance with the Bank's instructions.

7.2 The Customers are under a duty to verify on what date a request relayed through the Systems will be carried out.

8 Validity of Instructions

8.1 In addition to the provisions of clause 17.3 below, the Customer's choice of a particular transaction type on any of the Systems' screens and/or the Customers' transmission of a message with a specific identification and format, as entered on the Bank's computers, constitutes prima facie proof of the selection of the transaction type and/or transmission of the message.

9 Information on the Execution of Transactions through the Systems and Information Relayed through the Systems

9.1 Information on transactions executed through the systems shall appear in the Customers' relevant account statements.

The Customers acknowledge that save for cases in which there is a legal duty to do so, the Bank shall not be liable to send them notices of the execution or non-execution of transactions in respect of which instructions were given, or requests relayed, through the Systems.

9.2 After the relay of any request, the Customers shall verify the execution or non-execution thereof.

9.3 Cancelled.

9.4 The Service Channels shall be used, in accordance with the characteristics of each service, for the dispatch and/or furnishing, from time to time, from the Bank and/or to the Bank, of information of whatsoever type in connection with the account, including account statements, notices and letters, as well as data, publications and general information (including marketing information and general advertising material and/or about banking products and/or services) and the like, which shall be sent by the Bank in its discretion (hereinafter in this clause 9 jointly and severally referred to as "the information").

9.5 The information might also include information that there is a legal duty to furnish.

9.6 The information furnished through the Communication Channels is furnished in a summary fashion only and might also be only partial information, inter alia because of the limited volume of the Communication Channels. In order to obtain the full information, it is necessary to contact the Bank.

9.7 In addition, it is emphasized, inter alia:

9.8 Certain events, transactions and data, such as debits and credits (including in respect of cheques), deposit revaluations and more, might not be final and might change or not be executed at all. In addition, there might be other events, transactions and data that do not find expression in the scope of the information;

- 9.9 The information is partially obtained from third parties; it might change from time to time and is provided "as is", for the Customers' convenience and personal use. *Inter alia*, the Customers should take into account that after its publication, there might be changes in the information that will not necessarily find expression in the scope of the Services;
- 9.10 The information might refer to services and products that are offered for a limited time and in a limited quantity. The information does not include all the binding terms and conditions in respect of the services and the products and does not reflect the full range of services and products offered by the Bank.

10 **Risks, Liability and Data Protection Measures**

- 10.1 By virtue of the fact that the Systems are based on software, hardware and communication networks, they are vulnerable to the risks inherent in such systems, including malware (viruses, Trojan horses and the like), communication line eavesdropping, hacking by hostile entities, posing as the Bank's site or any of the systems and other online types of fraud, disruptions in the systems' operation and/or response times, non-availability of the systems and/or any of their services (and not in all of the cases will an alternative channel be available to the Customers) and the like. The Bank is investing considerable effort in providing protection against these risks; nonetheless, absolute protection is not possible and damage and/or loss may result from the realization of any of the risks, including the disclosure and/or disruption of information transmitted through and/or presented in the systems, and/or lack of currency thereof, disruption of instructions/requests, unauthorized operations in accounts, non-execution, erroneous execution and/or late execution of any instruction/request. The aforesaid is especially emphasized in view of the use of systems and/or components that are not in the Bank's control. In order to reduce the risk, the Customers must pay strict attention to data protection, as provided below.
- 10.2 When using the systems, and when applying to a technical support centre, the Customers are responsible for exercising the data protection and identification methods set forth in the instructions published by the Bank from time to time. **The Customers undertake to maintain absolute confidentiality in respect of codes and/or subscriber numbers and/or passwords and/or PINs (personal identification numbers) and/or private keys and the like, including the physical means on which they are recorded and other physical means used for identification and/or data protection in the systems (hereinafter referred to as "data protection measures") and to keep them in their exclusive possession and inaccessible to others. If the Customers use the Systems through persons authorized on their behalf, who are noted as such in the Bank's records (hereinafter in this clause 10 referred to as "the Authorized Representatives"), they undertake to notify the Authorized Representatives of these terms and conditions and to ensure that each of the Customers and the Authorized Representatives act as detailed in this clause 10. Insofar as the Customers receive data protection measures for the Authorized Representatives, they undertake to immediately furnish them to each Authorized Representative, such measures being closed and intact. The data protection measures are personal and the Customers acknowledge the importance of following the data protection measures, by each of them and their Authorized Representatives personally, since these measures are the sole means of identifying them. Without derogating from the aforesaid, it is emphasized that keeping the data protection measures on the computer is absolutely prohibited. The Customers and the Authorized Representatives must replace the data protection measures as directed by the Bank, at least at the intervals determined by the Bank. Codes, passwords and the like that are chosen by the Customers and the Authorized Representatives shall be as random and difficult to guess as possible.**
- 10.3 Cancelled.
- 10.4 **It is emphasized that the information might be accessible to anyone with access to any of the means used to obtain the service and/or the machine and/or data protection measures; accordingly, the Customers must keep them in their exclusive possession.**
- 10.5 The Customers agree and undertake as follows:
- (1) not to transmit idle data (such as spam, viruses and the like), or erroneous and/or unreasonable data;
 - (2) not to allow the data protection measures or the Bank's equipment to be altered, copied and/or sabotaged, and not to permit unauthorized use thereof;
 - (3) the Customers shall be exclusively liable for safeguarding all information received by them through the systems;

- (4) to strictly comply with the data protection instructions published by the Bank from time to time in connection with the service channels and the services.
 - (5) not to make use of any robot, "worm", information search and recycle engine or any other automated or mechanical tool which is intended to index, recycle and locate information in the Services or Application, or such tool which is intended to expose the structure of stored data and the password/code for the Services and/or Application.
- 10.6 Cancelled.
- 10.7 Cancelled.
- 10.8 For the purpose of connecting to third party systems that use a public key (for example, an EDI system) or other data relevant to communication with the Bank and receipt of the services through them, the Customers must give the Bank the public key for decoding their transmissions and/or the data as aforesaid.
- 10.9 In the event of a change in the public keys and/or any of the data mentioned in clause 10.8 above by the Customers, the Customers must furnish them to the Bank before commencing the use thereof.
- 10.10 The presentation of the risks as set forth in this clause 10 does not derogate from the liability of any of the parties.

11 The Means used to Receive the Services

- 11.1 The Customers undertake to ascertain that the means used by them to obtain the services (for example, desktop computers or laptops, cellular means and the like) are technically suitable for their receipt and support the requested service.
- 11.2 The Customers acknowledge that the receipt of certain services (for example, SMS notices) is subject to the means used to obtain the service being within the reception and transmission range and other limitations of the relevant Service Channel, *inter alia* its availability, including on the part of the Service Channel providers (the cellular operators, Internet providers and the like). Without derogating from the aforesaid, the Customers agree to the information's relay through the Service Channel operators/providers.

12 Notice of Malfunctions and Irregularities

- 12.1 The Customers shall notify the Bank immediately upon learning of any misuse of the Systems or reasonable apprehension thereof, including the disclosure and/or loss and/or theft of data protection measures and/or giving of an instruction or relay of a request to execute any transaction in their accounts and/or information received or relayed without their authorization, and of any disruption and/or malfunction and/or error and/or receipt of information about any third party and/or accounts operated in the name of others, through the Systems.
- 12.2 The Customers acknowledge that there might be occasions on which it is not possible to use the Systems, fully or partially, for any reason. In such case, the Customers are referred to the Bank's branches and/or automated machines and/or other Service Channels to which they have subscribed (subject to their working hours).

13 The Machine's Installation, Operation and Maintenance

- 13.1 Liability for the Machine's installation, operation and maintenance shall rest with the Customers alone.
- 13.2 With regard to the Bank's equipment, the Customers agree and undertake as follows:
 - (1) Title to the Bank's equipment is and shall at all times be vested in the Bank, and the Customers shall only have a personal license to use the equipment for their own purposes, in accordance with the Bank's instructions. The Customers undertake not to permit any third party to use and/or service the Bank's equipment without the Bank's prior written consent. The Customers undertake to take all reasonable steps to protect the Bank's equipment from being misused and/or used for a purpose other than that for which it was given.
 - (2) The Customers undertake to keep the Bank's equipment in proper working order and, *inter alia*, to act to such end in accordance with the Bank's instructions.
 - (3) In the event that the services are terminated in accordance with clause 16 below, the Customers shall return the Bank's equipment to the Bank's branch within 14 days of the services' termination, intact and in working order. The software shall be returned to the Bank and the Customers shall destroy all

copies of the software in their possession. If the Bank's equipment is not returned to the Bank within such period of time, or is returned but is not intact and/or not in working order, the Customers shall pay the Bank the cost of the Bank's equipment, in accordance with the Bank's prevailing tariff, and the Bank may debit the Customers' account with the said amount.

14 **The Systems' Software**

- 14.1 The Customers acknowledge that all the rights of whatsoever type, including, but without derogating from the generality of the aforesaid, any copyright, patent, trade secret, trade mark and any proprietary right in any software developed or to be developed by or for the Bank in the scope of and/or in connection with the Systems (herein referred to as "the software") shall be exclusively, fully and absolutely owned by the Bank or the third party from whom the Bank acquired the right to use the software.
- 14.2 The Customers undertake not to infringe the rights of the Bank and/or any third party in any software given to them (including by way of downloading) and to make every effort and take all steps to prevent an infringement as aforesaid by third parties, including their employees and anyone acting on their behalf.
- 14.3 The Customers undertake not to make any copy of the software, except for back-up purposes, and not to allow any other person and/or entity to make any use of the software or part thereof.

15 **Support Centers**

The Bank may, in its discretion, operate designated centers for the purpose of providing support in connection with the services to the Customers who have subscribed to the services and their authorized representatives.

16 **Changing, blocking/ceasing the services**

- 16.1 The Bank may, at any time, in its discretion, change the services and/or block and/or finally, temporarily, fully or partially cease providing the services to the Customers and/or the authorized representatives through the systems, on 14 days' notice.
- 16.2 Notwithstanding the aforesaid, the Bank may permanently, temporarily, fully and/or partially block and/or cease the services in its discretion, without notice, in exceptional cases deriving from the Bank's immediate need to protect itself and/or its customers and/or third parties, including in each of the following cases:
- (1) in the event that the Bank learns of cases of the type stated in clause 8.12 above and in any other case of a substantial malfunction, disruption or fault and/or clarification and/or the existence of reasonable concern of hacking into the systems and/or misuse of the systems;
 - (2) in the event that the Bank receives notice of cancellation of the authorization of any of the Customers' authorized representatives or on the occurrence of an event that results in the authorization's cancellation;
 - (3) in the event of execution of a transaction deviating from the Bank's instructions, in any of the systems;
 - (4) in any case in which the Bank may reduce or cancel the Customers' credit facility or call for the immediate payment of any credit that it has provided to the Customers;
 - (5) in the event that the Bank is precluded from continuing to provide the services for reasons connected to any third party and/or for technical reasons and/or pursuant to any law, and/or in accordance with Bank of Israel's Directives, as shall be from time to time.
- 16.3 Without derogating from the aforesaid, it is expressed that there might be cases of the services' cessation for the purpose of maintenance works and/or upgrading in respect of which notice will not necessarily be given.
- 16.4 The Customers may at any time notify the Bank that they no longer wish to receive the services, or any of them, including through the systems allowing this.

17 **The Bank's records and record-keeping**

- 17.1 The provisions of this clause 17 are in addition to the provisions set forth in the General Terms for Operation of an Account.
- 17.2 The Bank shall keep mechanized records of the execution of transactions and computer-generated enquiries made through the systems and shall keep the records for such periods of time as it may decide which shall not be less than six months for records of transactions and 60 days for records of

computer-generated enquiries. In addition, the Bank may, without obligation, record (voice recording, picture including the system screens, or in any other way) the Customers' communications through the systems and store the recordings. In such case, the aforesaid records and recordings shall be deemed part of the Bank's records.

17.3 All the Bank's records concerning the existence, time and content of any instruction and/or request for the execution of a transaction and/or the receipt or relay of information through the systems, and concerning the relay of information by the Bank to the Customers and/or their e-mail boxes – shall serve as prima facie proof of the authenticity of their content.

17.4 In the event of any contradiction between the data on the Bank's computer and the data on the Customers' computer, or on the computer of any third party, the data on the Bank's computer shall prevail.

18 Miscellaneous

18.1 The provisions of the General Terms for Operating an Account and every other document signed by the Customers towards the Bank, shall apply on the aforesaid in this document and the Services and nothing contained therein shall derogate from the contents herein.

18.2 All references to Customers in this document, shall be considered to relate to the Customers jointly and severally; all rights granted or which shall be granted to the Bank from the Customers in accordance with this document shall be considered granted to the Bank by all of the Customers together and by each individually. Every undertaking and declaration of the Customers shall be binding on the Customers both jointly and severally.

In witness hereof:

