



**To:**  
**Bank of Jerusalem Ltd.**  
**Branch \_\_\_\_\_ (the “Bank”)**

**Date:** \_\_\_\_\_  
**Account No.:** \_\_\_\_\_  
**ID/Corp. No.:** \_\_\_\_\_

Dear Sir / Madam,

**Re: Application for Receipt of Banking Services over Communication Lines**

WHEREAS the undersigned (hereinafter: the “**Customers**”) receive from Jerusalem Bank Ltd. (hereinafter: the “**Bank**”), from time to time, various banking services, and manage at the Bank the Account specified in the heading to this Application, all in accordance with the Agreement for the Opening of an Account with the Bank (hereinafter: the “**Agreement for Opening an Account**”) and other agreements between us and the Bank; and

WHEREAS in addition to the above, we wish to receive from the Bank, in connection with this Account and any other account in our name or an account in which we are authorized to act, the Banking Services defined in clause 2.5 of this Application and as specified below,:

- receipt of information
- \*  performance of operations in the Customer’s Account
- \*  performance of operations in favor of a third party
- \* **The boxes should be marked according to the desired type/s of service/s. If no box is marked, this will be read as if all the boxes were marked and all the Banking Services mentioned in clause 2.4 below selected; and**

WHEREAS we agree, should the Bank grant our request, that the Banking Services as hereinafter defined shall be granted in reliance upon our undertakings and subject to the conditions stated below;

**Therefore, we hereby declare and undertake the following:**

**1. Relationship between Agreements**

The provisions of the Agreement for Opening an Account and any other agreement between us and the Bank (hereinafter: the “**Agreements**”) shall apply to any operation over Communication Lines, provided that in case of a contradiction between the provisions of this document and the provisions of the Agreements, deriving from

the fact that the operation was performed over Communication Lines, the provisions of this Agreement shall prevail.

Notwithstanding the aforesaid, in case of a contradiction between this Agreement and an additional agreement relating to unwritten instructions and/or telephone instructions, the provisions of the additional agreement shall prevail, in case of an operation performed over the telephone, and the provisions of this Agreement shall prevail, in case of an operation performed over other Communication Lines.

## 2. Definitions

In this Application, the terms below shall have the meaning set out alongside them, and terms not specified below shall have the meaning given to them in the Agreements, insofar as no other meaning is dictated by the text and context.

- 2.1 **The “Account”** – The Account numbered as above, any sub-account of any kind, any account replacing this Account, and any other account/s managed at the Bank in the name of the undersigned, whether in our name alone or jointly with others, and/or accounts in which any of undersigned are Authorized Signatories or Attorneys (provided both the holders of such accounts and the undersigned signed the appropriate application and are authorized to act via Communication Lines in these accounts).
- 2.2 **“Holders of an Access Authorization”** – a Customer signing this or any similar Application and approved by the Bank personally for the provision of Banking Services as defined hereinafter.
- 2.3 **The “Internet”** – The worldwide Internet computer network and any computer program enabling use thereof.
- 2.4 **“Communication Lines”** – Any means of broadcasting, transmission or reception of electronic messages, signals, writing symbols, visual forms, sounds, or information by wire, wireless, optical system or other electromagnetic systems, including the Internet, and telephone instructions and other unwritten instructions.
  - A. **“Information over Communication Lines”** – Information and/or notices in connection with the Account, given over Communication Lines, as determined by the Bank from time to time, at its exclusive discretion, including via the Internet.
  - B. **“Instructions and Performance of Operations over Communication Lines”** – Instructions for the performance of operations and various Banking Services, given over Communication Lines, including via the Internet.
- 2.5 **The “Banking Services”** – The services which the Bank at its exclusive discretion shall agree to provide and/or perform via Communication Lines, including a partial service or service for a limited amount.

Without derogating from the generality of the aforesaid and subject thereto, the Banking Services under this Application shall include the following categories and shall be subject to the provisions of this Application, all as relevant according to the selected categories of Banking Services, as marked in the preamble to the Application, namely:

- A. **“Receipt of Information”** – Receipt of banking information over Communication Lines, be it general banking information or information concerning the Customers’ accounts managed at the Bank, and the transmission of information and notices from the Bank to the Customers and from the Customers to the Bank, upon the conditions permitted by the Bank from time to time, provided said notices are not execution instructions.
- B. **“Performance of Operations in the Customer’s Account”** – Giving of instructions and performance of operations via Communication Lines and performance of banking transactions between accounts of the same Customer, including performance of transactions with securities and transfers to the Customer’s accounts with the Bank or with another entity.
- C. **“Performance of Operations in Favor of a Third Party”** – Giving of instructions and/or performance of transactions over Communication Lines in favor of a third party, including:
  - performance of payments within a limit set in advance;
  - performance of payments and/or transfers and/or other operations without setting a limit in advance.

Should the Bank agree to the provision of the Banking Services, they shall be given in the Customer’s accounts managed at the Bank, as agreed with the Bank from time to time, and said services shall be provided only to the Holders of an Access Authorization who have signed this Application.

2.6 **“Site”** – the Bank’s website, including:

- A. **“General Site”** – The part of the Bank’s Site which does not require a code, containing general information that is not specific to the Customer.
- B. **“Customers’ Site”** – The part of the Bank’s Site providing various Banking Services, at the Bank’s discretion, and for the accessing of which it is necessary to type in a Code, as hereinafter defined.

2.7 **The “Code”** – The identification password or passwords to be issued by the Bank to the Customer, personally to each Holder of an Access Authorization, for the activation and/or receipt of the Banking Services via the Site.

### **3. Scope of the Banking Services**

- 3.1 The provisions and conditions of this Application shall apply to Banking Services, as marked in the preamble to the Application, which exist and are provided by the Bank at the time of the signing of this Application, and/or to future Banking Services, insofar as the Bank, at its exclusive discretion, may agree to provide them.

Information concerning the scope of the services granted at any time and concerning the existing limitations can be obtained at the Bank's branches.

**Without derogating from the generality of the aforesaid, we are aware that at the time of the signing of this Application, the Banking Services provided by the Bank via the Site are solely information receipt services.** Should the Customers wish, and the Bank agree, to expand the Banking Services over the Site, including a category of operations or a specific operation, and including minimum and maximum amounts and any other condition, and in accordance with that stated in the preamble to this Application and in clause 2.4 above, the provisions of the Agreement shall apply to any such Banking Service, as the case may be (hereinafter: the **"Approved Services"**).

- 3.2 The provisions of this Application shall apply personally to each Holder of an Access Authorization who has signed the Application.
- 3.3 The Bank may determine from time to time that services over Communication Lines shall not be given to a customer or to a class of customers or to all the customers, all at its exclusive discretion.

#### **4. The Site**

- 4.1 The Site shall be subject, in addition to that stated in this Agreement, to all the surfing conditions published on the Site. However, in case of a contradiction between the provisions of this Agreement and the surfing conditions, the provisions of this Agreement shall prevail.
- 4.2 The general information published on the Site is placed at the Customer's disposal on an "as is" basis only. Any data included in publications on the Site, including review or analysis of specific securities or other financial instruments, are based on public information or information available from external sources, which the Bank assumes to be reliable but on which it has not performed independent examinations to verify its accuracy and completeness. These data are not updated a "real time" basis, and are not necessarily correct or accurate when received by the Customer during surfing. The Bank does not undertake to update this information, nor is the Bank responsible for the correctness and/or veracity and/or currentness and/or completeness and/or suitability of the information for the Customer's purposes.
- 4.3 The Site, the data or information contained therein and the information services, including information relating to securities, trust funds and any financial assets, do not purport to include any advice, opinion, offer, guidance, recommendation,

persuasion or consulting for the performance of transactions of any nature and kind, including purchase, sale, holding or investment, by or through the Bank. Same shall not substitute the Customer's independent judgment and receipt of any professional advice that takes into account the Customer's personal and specific data, needs and purposes.

## **5. Receipt of Information**

In any case of a contradiction between the information received regarding the state of the Account via the Communication Lines, and the Bank's records regarding the true state of the Account, the Bank's records shall be binding as to the true state of the Account.

Without derogating from the generality of the aforesaid, the undersigned are aware that the information contained in the Customers' Site, including information concerning the state of all the different types of the Customer's accounts, is not updated on a current basis and is subject to updates, revaluations or corrections. In case of a contradiction between the state of the Account as it appears on the Site, and the Bank's records regarding the true state of the Account, the Bank's records shall be binding as to the true state of the Account.

## **6. Performance of Operations**

Should the Bank agree to Performance of Operations in the Customer's Account and/or Performance of Operations in Favor of a Third Party via Communication Lines, the following conditions shall apply as well:

- 6.1 Any operation pursuant to this Application shall be performed as if an instruction in respect thereof was given at the Bank's branch, and we shall be deemed to have signed the Bank's relevant documents for the performance thereof.
- 6.2 The Bank is not obligated to perform any operation relating to banking services which are not included among the Approved Services, and the receipt of instructions regarding such an operation shall not bind the Bank. The Bank shall be entitled to relate to such instructions or requests, or to a part thereof, as a priori null and void.
- 6.3 Any instruction over Communication Lines, or request to receive information over Communication Lines, that is accepted, shall be performed by the Bank according to the procedures, arrangements and regulations prevailing at the Bank presently or at the time of execution of such instruction or request, subject to any law, regulations and provisions applying thereto.
- 6.4 We are aware that the transmission of an instruction does not guarantee its actual execution, which is conditioned *inter alia* on the Bank's agreement to granting such service, in general, and specifically, on the Bank's agreement to the use of that communication means for receipt of such service. Additionally,

it is agreed that the performance of an operation is stipulated on the fulfillment of the necessary conditions therefor, including the following:

- A. The Account contains a sufficient balance or a suitable credit line for the performance of that operation.
  - B. The operation does not exceed the maximum amount set from time to time by the Bank and/or by the Bank of Israel for the performance of operations of that type. However, in case such amount is exceeded, the Bank shall be entitled but not obligated to perform that operation, and it shall bind us.
  - C. Receipt of the approvals and documents required by the Bank for the performance of the operation.
- 6.5 We undertake to verify that any instruction given by us properly reached the Bank and accepted in the communication system.
- 6.6 We hereby give the Bank our irrevocable authorization to debit any of our accounts for the amounts required for the performance of the transactions/operations, including the performance of transfers, payments of levies and taxes in accordance with any law, and payments of bank charges and expenses.
- 6.7 We agree that in any case of the transmission of a request to the Bank to perform any operation, the Bank shall be entitled to take all the actions necessitated thereby, at its discretion, and any action taken by the Bank as stated shall bind us in all respects.

However, it is hereby clarified, and the Account Owners agree, that:

- A. The Bank shall be entitled, at its exclusive discretion, not to execute any instruction over Communication Lines, or to execute it in part, or to execute it approximately, where any doubt arises as to the identity of the issuer or contents of the instruction, or the instruction is ambiguous or is missing information, documents or additional explanations, or the Bank is of the opinion that it should not be executed in entirety without receiving additional information as stated, or it was given in contradiction of the provisions of this clause, or not in accordance with the Bank's procedures or regulations, or without use of the Code (whether a telephone code or computer code or any other code intended to identify the Customer) that was assigned to the Customer by the Bank, or the Bank is of the opinion that the execution of the instruction over Communication Lines is liable to expose the Bank to a material or unreasonable risk, or there is a legal impediment to executing the instruction in entirety, or the balance of the relevant account or deposit of the Account Owners with the Bank, together with the amount of the credit/overdraft expressly approved by the Bank and remaining unutilized, is not enough for the execution of the instruction in whole or in part. Said will also apply where the impediment for performance became apparent to the Bank after the instruction was given

over the Communication Lines. In any event, the Bank shall not be required to explain its refusal or actions as stated.

“Ambiguous”/”Ambiguity” for purposes of this clause – whether such ambiguity is in the contents of the Application or in the manner in which the Application was received, including where the ambiguity is the result of a disruption in the Communication Lines.

- B. Notwithstanding that stated in this subclause, the Bank shall be entitled to execute any request, in whole or in part, even if the balance of the account/deposit is not enough as stated, and in the event that the Bank does so, this shall bind us and the relevant conditions in the Agreements shall apply.
- C. In the event the Bank accepts an instruction via Communication Lines on the assumption that the Account Holders have signed on a basic or general document/form which, according to the Bank’s procedures, must be signed prior to the issuance of the identical instruction in writing, and thereafter it becomes apparent to the Bank that the Account Holders are not so signed, the Bank shall be entitled, at its discretion, not to execute such instruction at all, or to act in another way that – at its discretion and in the circumstances – comes as close as possible to fulfilling that instruction via Communication Lines.

6.8 Without derogating from that stated above and below, the Bank shall be entitled, at any time, at its exclusive discretion, including after acceptance or approval of our application herein, to refuse for any reason whatsoever to accept all or any of our instructions over Communication Lines, or refuse to convey information to us over Communication Lines, or restrict the provision of the Banking Services, in whole or in part, via one or several types of Communication Lines, in any way deemed fit by the Bank, or execute our requests for the provision of the Banking Services in a partial manner, without having to explain its decision. The Bank shall notify the Customer as soon as possible before or after the non-execution of such operation.

6.9 In the event the Bank executes any instruction that was received over Communication Lines – including partial or approximate execution – all the conditions that would have applied had the Customer given the Bank the identical instruction in writing shall apply, including the contents of any form or document ordinarily required by the bank and signed by a customer giving such instruction in writing.

6.10 The Bank shall notify the Customers of the non-execution, partial execution or approximate execution of any of the aforesaid instructions, directly before or after the execution thereof, as relevant, in any case where it would have been required to do so had the instruction been given in writing by the Customers. In any other case, the Bank shall not be obligated to give a notice as stated.

## **7. Performance of Operations in Favor of a Third Party**

In addition to the terms of this application, where the Bank agreed to Performing of Operations in Favor of a Third Party via the Communication Lines by the undersigned, the following conditions shall also apply with regard thereto:

- 7.1 The Bank may demand, as a condition for the performance of such operations in general, and/or via the Site in particular, that we transfer to the Bank a list of beneficiaries to whom we will be transferring payments by means of the Communication Lines, and that such payments shall be up to a maximum amount approved by the Bank in advance (hereinafter: the “**List**”). In such case, we undertake not to issue instructions for the performance of a payment, transfer or any other operation in favor of a third party, other than to said beneficiaries and according to the limit and the conditions determined with the Bank.
- 7.2 Without derogating from the aforesaid, the Bank shall be entitled but not obligated also to execute instructions given by us for the transfer of monies to additional beneficiaries not included in the List, or for amounts in excess of the aforesaid amounts, all subject to the Bank’s accepted conditions and to the provisions of any law.
- 7.3 In the event we request the Bank to perform transfers and credits to the accounts of third parties (the “**Beneficiaries**”), we hereby declare as follows:
  - A. The aforesaid Beneficiaries have agreed to the performance of transfers and credits as stated in their favor.
  - B. In case of a change in and/or substitution of owners and/or cancelation of instructions in one or more of the Beneficiaries’ accounts, we shall be under a duty and responsibility of notifying the Bank thereof.
  - C. We shall be exclusively liable for any damage, loss or expense incurred to us and/or to anyone else, directly or indirectly, due to said operations.

## **8. Alteration and Cancelation of Instructions**

- 8.1 The giving of instructions over the Communication Lines is final and binding. Any alteration or cancelation of an instruction is conditioned on the original instruction still not having been executed and the ability of the Bank to prevent execution thereof.

The Bank’s notice, given in any manner, regarding the status of execution of the original instruction, shall determine and be binding as to the possibility or impossibility of canceling same.

- 8.2 Instructions given by us via Communication Lines shall not be transmitted to the Bank by additional means. We hereby acknowledge that the Bank is unable to verify whether an instruction was given by other means as well, and in such case, the Bank shall not be responsible for verifying that our instruction will not be executed more than once.

- 8.3 The cancelation of an instruction given over Communication Lines shall obligate the Bank only if the cancelation instruction was given in writing to the relevant bank clerk, and not via Communication Lines, all subject to the conditions of this Application.

## **9. Times of Provision of Banking Services**

- 9.1 The Banking Services shall be provided on the days and during the hours as determined by the Bank from time to time. An announcement concerning said days and hours can be found on the Site.
- 9.2 Requests for the execution or cancelation of banking transactions received after the hour set by the Bank as the end of the business day at the Bank, or after the hour set by the Bank as the deadline for receipt of instructions for the execution of such banking transaction, whichever is earlier, or on a non-business day at the Bank (excluding banking transactions in respect of which it is expressly agreed otherwise with the Customers), shall be deemed to have been received at the Bank on the first business day thereafter.
- 9.3 As for instructions concerning foreign currency, the above shall apply, *mutatis mutandis*, in a manner conforming with the business day in foreign currency.
- 9.4 We hereby discharge the Bank of any liability for any expense and/or damage (including prevented profit) caused to us due to inability, for any reason, to receive Banking Services during certain hours, even if the Bank normally provides these Banking Services during those hours - whether over Communication Lines or in any other manner.
- 9.5 The Bank's shall serve as *prima facie* proof of the details contained in our instructions/requests via Communication Lines, the time of their receipt and the value thereof (including value date), and shall serve as *prima facie* evidence in any legal proceeding.
- 9.6 We hereby agree and acknowledge that our obligation to verify the time of execution of any instruction/request transmitted by us on Communication Lines.

## **10. Security Measures – Use of Code on the Customers' Site**

- 10.1 As a security measure, each Holder of an Access Authorization wishing to use the Customers' Site (hereinafter: **"User"**) shall be furnished with a code for the purpose of identification, subject to that stated above and below (hereinafter: the **"Code"**). The Code will consist *inter alia* of the User's identifying data and a password. Entry to the Customers' Site will be authorized only through the Code, and solely if all the Code's components are compatible.
- 10.2 It was explained to us when signing this Application, and we fully understand, that the correct use of the Code, and the fulfillment of the conditions of this

Application in general and this clause in particular, are essential for guarding and securing the data on the Customers' Site.

- 10.3 We hereby acknowledge that the password is issued solely to Customers who are Holders of an Access Authorization, and it is intended solely for their personal use. It is clarified that the Code is personal, and each Account Holder (even in a joint account) and any person authorized in the account will be assigned a separate Code.
- 10.4 **We hereby acknowledge that the password issuing process is automatic and is not controlled by the Bank, and therefore we undertake to change the password immediately upon receipt thereof from the Bank. We likewise undertake to change the password from time to time, and at least once in every quarter, according to our exclusive discretion.** The Bank shall not be liable for any damage incurred to us by the nonfulfillment of our undertakings in this clause.
- 10.5 We undertake to safeguard the Code, and not to transfer and/or disclose it to anyone who has not been authorized by us in this regard. Additionally, we undertake to inform the Bank, without delay, of the loss of the Code or any of its components and/or of the divulgence or transfer thereof to another in any way without our permission, and to verify that the notice was received at the Bank by the competent clerk. As soon as possible after receipt of such notice (provided this is during business hours), the Bank shall cancel the Code, and thereafter shall not perform any banking transactions on the basis thereof. Without derogating from our undertaking above, in case we learn of the loss of the User's number and/or the password and/or the divulgence or transfer thereof to another, we shall change the password on the Site immediately.
- 10.6 We shall be fully and exclusively liable for any expense and/or damage, of any kind, whether direct or indirect, caused to us and/or to the Bank through the use of the Code and/or the User's number and/or the password by an unauthorized person, provided such damage and/or expense was not caused by the proven severe negligence of the Bank, all until the giving of an instruction by us as stated in subclause 10.5 and the recording thereof by the Bank.

## **11. Giving of Instructions over Communication Lines by an Individual/Single Authorized Signatory**

**Our signature on this document indicates our express agreement that, notwithstanding any other signing instruction given to the Bank and notwithstanding that stated in the Agreements with the Bank, an instruction over Communication Lines, and specifically on the Site, by each of the individuals of the Customers, and/or any of its Authorized Signatories, and/or any of its Attorneys, alone and without any other signatories, shall bind us in all respects, and the Bank may rely thereon. Said will apply even where the Account is usually be bound by the signatures of two or more, and notwithstanding any other instruction, past or future, in the matter of the signature rights, given to the Bank in connection with the Account.**

## 12. Unauthorized Actions, Mistakes and Disruptions

We hereby undertake to notify the Bank immediately upon learning of any case of an instruction, operation or transaction made or information received in connection with the Account, without our authorization and/or not in accordance with our instructions, as well as any case of a disruption and/or mistake and/or receipt of information about any third party and/or accounts managed in the name of others over Communication Lines.

## 13. Risks

13.1 **We hereby declare** that we are aware that the receipt of banking services over Communication Lines entails numerous risks, including possibilities of passing off, falsification, ambiguity, misunderstanding, ambivalence, inaccuracy, fragmented or illegible information, mistake in identification, communication and reception difficulties, disruptions and problems on the Communication Lines, listening-in, etc. We hereby knowingly assume these risks in full and discharge the Bank of any liability, except in respect of the Bank's proven gross negligence, and we shall bear any consequence, damage, loss or expense incurred to us and/or to the Bank due to the receipt of banking services over Communication Lines.

13.2 Without derogating from the above, and from any other provision in this Application and in the Agreements, we hereby agree that in each of the cases enumerated below, the Bank shall be exempt from liability for any damage, loss or expense caused to us and/or to anyone on our behalf, except in cases where such damage, loss or expenses are due to the Bank's proven severe negligence:

- A. We are aware that the identification of the Customers on the Site is done solely by means of the Code, and we agree that if someone not authorized by us uses the Code, the Bank shall be discharged of all liability.
- B. We are aware that the receipt of banking services over Communication Lines entails numerous risks, and we discharge the Bank of liability for damage, whether direct or indirect, including prevented profit, loss, expenses and payments, caused to us directly or indirectly due to the arrangement the subject of this document, including due to the execution, partial execution or approximate execution of our instructions, resulting from a problem in communication means, system equipment, end equipment, the Bank's computer or its peripheral equipment, or any other reason outside the Bank's control.
- C. Inasmuch as the service relies on electronic means, without the possibility of control by the Bank's personnel, during the giving or execution of orders, the Bank shall be discharged of liability for disruptions in and/or nonexecution of an instruction due to problems relating to the Communication Lines and/or electronic or mechanical malfunctioning, be it at the Bank, at our premises or at the premises of a third party through whom the instructions and the information pass.

Without derogating from the foregoing, we acknowledge that from time to time there may be failures and/or delays on the Site, and the Bank shall not be liable for any delay, difficulty in use, inaccurate information, computer virus or other defect on this Site or any incompatibility between it and computer programs or files of the User. The Bank shall also not be liable for damage caused to the User due to a defect or problem or mistake in the operation of the computer program activating or accessing the Site.

- D. The Bank shall be exempt from liability in case information leaks out to a third party due to a breach of the security means by a method which the Bank could not reasonably foresee or protect itself against.
- E. We agree that the Bank shall not bear tortious, contractual or other liability towards us and/or the Holders of the Access Authorization and/or any third party, arising directly or indirectly from use of Communication Lines, including the Site, or from reliance on information contained therein, except if indicated otherwise in a document between the Bank and the User.
- F. Without derogating from the general nature of the aforesaid, the Bank shall not compensate us and/or the Holder of the Access Authorization and/or any third party for any loss of profits or loss of opportunities or any indirect, specific or consequential damage or punitive damages resulting from that stated in this clause and/or from use of the Communication Lines and/or the Site and/or the publications appearing therein, whether the information was published by or through the Bank or with the authorization of the owners of the information, except if the damage occurred due to the Bank's gross negligence, in which case as well the Bank shall bear only the direct damage.

#### **14. Termination of Provision of the Banking Services**

- 14.1 The provision of the Banking Services via Communication Lines may be canceled at any time by the Bank and/or any of us.
- 14.2 Where the provision of the Banking Services was canceled as aforesaid, the cancelation shall apply to all the Customers, Holders of the Access Authorization and the Attorneys, starting from the date of receipt of such notice, except in cases where, according to the Bank's instructions, the provision of the Banking Services will terminate only for the Authorized Signatories and/or the Attorneys and not for the Account Holders.
- 14.3 Without derogating from the aforesaid, in each of the following cases, the Bank at its exclusive discretion may terminate the service immediately, without advance notice: a suspicion arose, at the Bank's discretion, of unauthorized use of the Code; use was made of our name by someone not authorized to do so; there was an information leakage; use was made and/or requested to be made, at the Bank's discretion, of Communication Lines not in accordance with that stated in this Application; an event occurred allowing the Bank to make an

immediate call on any debt of ours (even if no such debt has come due); and/or, without derogating from the general nature of the aforesaid, we have breached any agreement or undertaking towards the Bank, an attachment was imposed on the Account or a trustee in bankruptcy and/or receiver and/or special administrator was appointed over us.

## **15. Cost of Use, Commissions and Expenses**

Subject to the provisions of any law, and without derogating from that stated in this Application, the Bank shall be entitled to debit the Account Owners *inter alia* for costs and/or commissions and/or expenses as specified below:

- 15.1 Monthly usage fees for the provision of the Banking Services over Communication Lines, at a rate and at times as determined by the Bank from time to time.
- 15.2 Commission/s for provision of the Banking Services and expenses incurred to the Bank, including in respect of the sending of documents by fax, telephone calls, etc. The commission rates shall be as specified in the Bank's manual of rates as in effect at the time of the debit.

## **16. Delivery of Notices**

Subject to the provision of any law, the publication of a notice via the Communication Lines, including a notice via the Site, which is addressed personally to the Customer or to all the customers in general, shall be deemed the same as the delivery of such notice to the Customer upon its publication as stated.

## **17. Validity of the Transactions and Admissibility of Evidence**

- 17.1 In case of a disagreement, dispute or legal proceeding between us and the Bank, we shall not present any contention relating to use of a computerized communication system instead of a written document.
- 17.2 We are aware that only the records, data and amounts appearing in the Bank's books (hereinafter: the "**Bank's Records**") shall bind us.
- 17.3 All the Bank's Records in connection with instructions shall be admissible *prima facie* evidence both as to the fact that the Customer actually communicated with Bank and as to the contents and details of such communication.

## **18. Alteration of Conditions**

The Bank may from time to time alter the conditions of this document and/or add new conditions and/or new provisions, at its exclusive discretion, without receiving our consent thereto, subject to the provisions of any law and the sending of notices as required by law.

## **19. Interpretation**

Bank of Jjerusalem L.T.D  
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Copies – 1. Customer's Folder 2. Customer

- 19.1 Words appearing in the plural form include the singular form, and vice versa, and words appearing in the masculine gender include the feminine gender, and vice versa – except where the context dictates otherwise.
- 19.2 If this document is signed by two or more, it shall bind the signatories jointly and severally.
- 19.3 If any of the undersigned parties is discharged for any reason of its obligation to fulfill any undertaking according to this document, this shall not derogate from the liability of the other undersigned parties towards the Bank.
- 19.4 The clause headings do not form part of the conditions of this Agreement, and that stated in this document shall not be interpreted in accordance therewith, and the full wording of this document shall decide.

\_\_\_\_\_  
Signature of Customer/s

Clerk's Certification

I certify that \_\_\_\_\_ signed the document in my presence.

\_\_\_\_\_  
Signature of Clerk