

Banking Terms & Conditions

SIMPLY SMARTER



1. General terms and conditions

- 1.1 The Bank shall act as the Customer's collecting agent only and shall assume no responsibility for the realization of any cheque deposited or other received payment method with the Bank for collection. Proceeds of cheques deposited with the Bank will not be available for withdrawal until such proceeds have been collected by the Bank. The Bank reserves the right to debit any account that may have been exceptionally credited with an item, including without limitation a cheque, which has subsequently returned unpaid on collection.
- 1.2 Deposits of cheques drawn on the Bank or other banks will be available for withdrawal on the same day provided that cheques are deposited before twelve (12) mid-day unless the Bank is unable to collect such cheques due to unforeseen reason or reasons outside the Bank's control.
- 1.3 The Customer shall allow for at least two (2) business days' processing time by the Bank for a transfer of funds to a local destination/receiving account outside the Bank. Additionally, the transfers and payments within the Kingdom of Bahrain are also governed by the Electronic Fund Transfer System of the BENEFIT Company, as applicable.
- 1.4 The Bank has the right of lien on all assets and properties of whatsoever nature deposited or held by the Bank in the name of the Customer or on his/her behalf. The Bank may hold such assets as security for payment of any indebtedness due from the Customer to the Bank without prejudice to any other security held by the Bank for such indebtedness, and may at its sole discretion, set off such amounts to satisfy such indebtedness.
- 1.5 In accordance with the prevailing policy of the Bank, the Bank will invest the funds held on account in the Bank's general asset portfolio, pooled with other funds of the Bank.
- 1.6 The Bank does not accept responsibility for any loss or damage suffered or incurred by the Customer due to any governmental order, law, levy, tax moratorium, embargo, exchange restriction, war, monetary reform, frustration of contract or any other reason outside the control of the Bank.
- 1.7 The Customer agrees to the Bank's right to debit any amount inadvertently credited to the account and commits not to dispose of such amount in any manner whatsoever and the Customer further agrees to return on demand by the Bank any amount inadvertently credited to the account, which the Customer may have subsequently disposed of or transferred out of the relevant account.
- 1.8 In consideration of the services provided by the Bank to the Customer, the Bank shall be entitled to receive service charges and commissions as detailed in the Banking Fees & Service Charges from time to time. The Bank reserves its right to define, review and modify (from time to time and at its sole discretion) the fees and commissions listed in the Banking Fees & Service Charges. The Banking Fees & Service Charges is an integral part of these terms and conditions and shall be read and construed along with it at all times.
- 1.9 The Bank's books and records shall be final and conclusive evidence for the determination of all amounts due from the Customer to the Bank and/or due from the Bank to the Customer.
- 1.10 Each time a Customer enters into a new product, account and/or relationship with the Bank, these Terms and Conditions shall be signed by the Customer anew.
- 1.11 The Customer agrees to notify the Bank immediately in writing of any change in address, contact information, ID information, alteration in the form or type or activity of its commercial business, any change to the authorized signatories of the business, including any change of liability or responsibility in the business or any other material changes. Such changes shall only be binding upon the Bank after the supporting documents have been provided to the Bank and the Bank has registered and updated such changes in the Bank's records in accordance with its internal procedures. The Customer understands and agrees that the Bank may block the account or terminate the banking relationship in case the Customer's identification documents maintained with the Bank are more than 12 months out of date.
- 1.12 The Customer may also view the statement of account at any time through Electronic Banking Services or request a physical statement of account from any of the Bank's branches after paying a fee as specified in the Banking Fees & Services Charges, including (without limitation) for providing a physical statement of account for a period more than six (6) months in the past from the date of request.
- 1.13 Unrestricted investment accounts held with the Bank in the Kingdom of Bahrain are covered by the Regulation Protecting Deposits and Unrestricted Investment Accounts issued by the Central Bank of Bahrain in accordance with Resolution No. (34) of 2010.
- 1.14 The Customer shall fully abide by all applicable laws and regulations concerning anti-money laundering and shall not conduct any transaction or activity that contradicts with the laws of the Kingdom of Bahrain and the regulations of Central Bank of Bahrain as applicable from time to time.
- 1.15 The Customer may not:
- (A) process any transaction relating to any funds knowing or having reason to know that such funds have been obtained from illegal activities;
 - (B) hide the nature of any funds, its source, place or the means of disposing of it while knowing or having reason to know that such funds have been obtained through illegal activities;
 - (C) allow the account be used to conduct illegal or suspected transactions or hold any funds while knowing or having reason to believe that such funds have been obtained through illegal or suspected transactions, where suspected transactions are transactions the Bank considers to be possibly made using funds obtained illegally or in connection with or resulting from any activity or activities that are possibly in contravention of any applicable law, regulation or sanction (including anti-money laundering laws and regulations and/or economic sanctions); or
 - (D) allow any other person to use the account to credit funds which are purported to be owned by the Customer while in fact owned by or generated from unknown sources.
- 1.16 The Customer agrees that the Bank may freeze any funds in any of its accounts or take other necessary actions if the Bank believes or has reason to believe or suspect that such funds have been obtained through illegal means or generated from illegal activities.
- 1.17 The Customer acknowledges the Bank's legal duty to report, without any reference or notice to the Customer, to the competent authorities of any money laundering transaction or any other suspected or questionable transactions conducted through the account.
- 1.18 The Customer may not plead the confidentiality obligation of the Bank when the Bank is required to provide information to the competent authorities to comply with its legal obligations, including (without limitation) in relation to anti-money laundering and US Foreign Accounts Tax Compliance Act (FATCA).
- 1.19 The Customer undertakes to adhere to all rules and regulations defined by the Central Bank of Bahrain to provide the Bank with all information/documents which shall help the Bank to accurately identify and decide

- upon the identity and financial condition of the Customer or any person acting on behalf of the Customer and the characteristics of the transaction which the Bank may process with or on behalf of the Customer. The Customer undertakes to update such information/documents and abide by the procedures applied by the Bank which aims to ensure that the available information complies with the legal and regulatory requirements. In case the Bank, at its sole discretion, determines that such information does not comply with the above, the Customer shall immediately provide the information as requested by the Bank to adhere to the legal and regulatory requirements.
- 1.20 The Customer understands and agrees that the Bank may terminate the banking relationship in case the Customer does not abide by the provisions of the clauses relating to anti-money laundering or for any other reason.
- 1.21 Unless otherwise indicated in writing, and provided that evidencing documents have been duly submitted to the Bank, the Customer confirms that he/she is acting on his/her own behalf and is not representing or acting on behalf of any third person.
- 1.22 The Bank shall not be liable towards the Customer for any direct or indirect damages including loss of money or profits or special or consequential damages sustained by the Customer or any person acting on behalf of the Customer or anyone else due to the inability to conduct a transaction or the banking activity as a result of unavailability or failure of the systems or power shut-down or providing the Bank with false or misleading information and/or not updating the Bank with information that may have bearing on adherence with legal and regulatory rules or for any other reason outside the control of the Bank.
- 1.23 The Bank shall not be liable for any loss, damage, costs or expenses, suffered or incurred by the Customer as a result of anything done or omitted to be done (as the case may be) by the Bank in the course of performing its obligations, unless such loss, damage, costs or expense arise directly as a result of fraud, misconduct, negligence or breach of contracted terms and conditions on the part of the bank as determined by a court or other authority of competent jurisdiction.
- 1.24 No guarantees are given to the Customer by the Bank or by any third party in relation to the Customer's relationship with the Bank. Other than as above, and except to the extent that the Customer may be eligible to benefit from some level of protection pursuant to applicable Rules and requirements of the Central Bank of Bahrain in relation to customer protection, the Bank shall not be liable to the Customer for any losses which the Customer may incur.
- 1.25 The Customer understands and agrees that the Bank may, from time to time, conduct certain transactions in the account (such as without limitation blocking of a specific amount in the account or transfer of funds) in compliance with instructions received from Central Bank of Bahrain or other competent authorities. The Customer releases and indemnifies the Bank for any loss or damage sustained by the Bank or Customer due to complying with such instructions.
- 1.26 The Customer understands and agrees that the Bank is required by Central Bank of Bahrain to activate the Customer's short message service (SMS) in order to notify the Customer by SMS of any transaction undertaken in the account.
- 1.27 The Customer understands and agrees that the Bank may charge a fee if the customer's average monthly minimum falls below the account's minimum required balance (depending on the type of account), on the basis that the Bank will have acted as the Customer's security agent.
- 1.28 For all types of accounts, the Customer agrees to maintain the required minimum average monthly balance applicable for the relevant account type, as published by the Bank from time to time in its Banking Fees & Service Charges and/or on its website.
- 1.29 In the event the account does not maintain a credit balance of at least the minimum monthly average level required, or where no transaction has been made in the account by the Customer for a period of six (6) months, the Bank may at its absolute discretion close the account without advance notice to the Customer.
- 1.30 In the event that the account is inactive, whereby no transaction has been made in the account by the Customer for a period of eighteen (18) months, the account will automatically convert to a dormant account, and the Customer should visit any branch of the Bank in order to reactivate it (subject to fees and/or service charges in accordance with the Banking Fees & Service Charges).
- 1.31 If the account was classified as dormant and the Customer does not activate the account within eighteen (18) months and the credit balance in the account is below the required minimum balance as provided in the Banking Fees and Service Charges of the Bank (subject to change from time to time), the Bank has the right to charge fees accordingly and ultimately close the account without any prior notice to the customer.
- 1.32 In the event that the account is Dormant, whereby no transaction has been made in the account by the Customer for a period of five (5) years, the account will automatically convert to an Unclaimed Account, and the Customer should visit any branch of the Bank in order to reactivate it (subject to fees and/or service charges in accordance with the Banking Fees & Service Charges).
- 1.33 In the case of a joint account opened for more than one person, the entire account balance shall at all times be considered equally owned by the account holders, and who withdraws therefrom shall be according to the approved signature specimens and instructions if any.
- 1.34 The Bank shall have the right to close the Customer's account upon the breach by the Customer of any of the terms and conditions stipulated herein. The Bank shall notify the Customer of the decision to close the account and as such the Customer agrees in such event to return all unutilized cheques, ATM cards, credit cards or any other equipment supplied by the Bank to the Customer if any.
- 1.35 In case of the Customer's demise, the Bank will ensure that no transfer of legal ownership of the funds maintained in the account is made until it has been provided original documentation (which will be copied for its records) from the Ministry of Justice and Islamic Affairs confirming the entitlement of a person or persons to inherit from the deceased Client. The Bank undertakes that such documentation will be complied with precisely.
- 1.36 Without prejudice to the Customer's right provided in clause 3.10, the Bank, at its sole discretion and at any time, has the right to amend, suspend, discontinue, withdraw or otherwise terminate any product or service by serving a thirty (30) days' notice to the Customer via its website or other communication channel. In the event of termination, the Bank may, at its sole discretion, pay the principal and actual profit of the Customer or hold the product/service terms until the maturity and credit the customer accordingly.
- 1.37 The Customer understands and agrees the Bank may outsource to any third party functions or services which involve the transmission of Customer information. The Customer consents to such outsourcing.
- 1.38 To make sure we meet our legal data protection and privacy obligations, we only hold on to your information for as long as we actually need it for the purposes we acquired it for in the first place. After that, we will either delete, mask it, tokenize it or anonymize it so that it cannot be linked back to you. These terms and conditions apply to your use of any KFH Card on any digital wallet platform.
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2. UNRESTRICTED MUDHARABA INVESTMENT ACCOUNTS

2.1 SAVINGS INVESTMENT ACCOUNTS

2.1.1 SAVINGS ACCOUNT/ JAZEEL ACCOUNT:

- (A) Acting as an investment agent (Mudhareb), the Bank will invest the funds maintained in the saving account in accordance with the principles of an

- unrestricted Mudharaba calculated on the basis of the minimum daily and average monthly balance in the account. The Bank may, at its sole discretion and taking into consideration the common interest of the Bank and the Customer, determine the methods, means and areas of investment which have already been reviewed and approved by the Bank's Board of Directors and the Fatwa and Shar'a Supervisory board.
- (B) The Bank in its capacity as an investment agent (Mudhareb) and the Customer in its capacity as investor (Rab al Mal) will agree to share the profits generated from the saving account in accordance with the Profit Allocation Schedule for Unrestricted Mudharaba Investment Accounts. The Bank retains its absolute right to amend the profit allocation percentages shown in the Profit Allocation Schedule for Unrestricted Mudharaba Investment Accounts in the future and shall post such amendments in all branches and its website or by any other means of publication. Subject to clause 9.4, the Client accepts and agrees that the amended profit percentages shall be valid and applicable thirty (30) days after its posting date.
- (C) Profits will be credited to or losses will be debited from (as the case may be) the same saving account after being declared by the Bank.
- (D) The Customer authorizes the Bank to reinvest the accrued profits after the Bank has credited such accrued profits to the saving account.

2.1.2 LIBSHARA ACCOUNTS

Savings account terms and conditions stated in clause 2.1.1 above shall apply on Libshara account in addition to:

- 2.1.2.1 Libshara Account is an unrestricted investment saving account, compliant with the Islamic Shar'a principles, offered by Kuwait Finance House-Bahrain (the "Bank") in which the deposited funds will be invested on a Mudharaba basis. The Bank in its capacity as Mudhareb shall have the absolute right to do all things and perform all acts it deems necessary to achieve the common interests of the bank and its customers.
- 2.1.2.2 The Bank shall invest the assets of Libshara Account in its name in favor of the holders of such accounts and at their full risk and responsibility. It is established in Islamic Shar'a that the bank shall guarantee the assets of depositors in the event of the bank's negligence, default or breach of these terms and conditions.
- 2.1.2.3 The currency of Libshara Account is Bahraini Dinars and US Dollars and may be opened in person at any of the Bank's branches.
- 2.1.2.4 Libshara Account is available to customers of all nationalities, and can be opened by individuals (provided they are 18 years of age), establishments, corporations or any other legal entity. Libshara Account may also be opened on behalf of a minor by its legal guardian.
- 2.1.2.5 The minimum deposit to open Libshara Account is fifty (50) Bahraini Dinars or its equivalent based on the prevailing exchange rate. To open an account, the customer must complete and submit an account opening form along with all supporting documentation that may be required by the Bank.
- 2.1.2.6 Depositing funds into Libshara Account can be made by the customer only by way of cash, cheque or SWIFT transfer using IBAN. The Bank shall not be obliged to account for the funds in Libshara Account and effect any investment on behalf of the customer unless and until the Bank is satisfied that the funds have been received in full.
- 2.1.2.7 The Bank will not issue an ATM card or a cheque book for Libshara Account. The customer will be able to withdraw funds or to electronically transfer funds (swift) from Libshara Account by visiting the Bank; however funds may be transferred to Libshara Account.
- 2.1.2.8 All bank employees and their parents, spouses, and children will be excluded from entry into the draw.
- 2.1.2.9 The Libshara Account is based on the Mudharabah concept and the prizes are donated from the Bank's shareholders' money, not deducted from the profits or capital of the Mudharabah.
- 2.1.2.10 The Bank (as Mudhareb) shall be entitled to a percentage of the income generated by the investments of Libshara Account if achieved. The Bank may in its absolute discretion change those future percentages from time to time and may be known from the Bank upon request or from the Bank's website.
- 2.1.2.11 The customer must maintain a minimum balance of fifty (50) Bahraini Dinars or its equivalent in Libshara Account 90 days prior to the end of the drawn month in order to enter into the monthly raffle.
- 2.1.2.12 The customer must maintain a minimum balance of fifty (50) Bahraini Dinars or its equivalent in Libshara Account 90 days prior to the draw date in order to enter into the grand prize raffle.
- 2.1.2.13 Every month, each fifty (50) Bahraini Dinars or its equivalent maintained in Libshara Account as the lowest daily balance by the customer, 30 days prior to the end of the drawn month, will qualify the customer to one (1) chance to enter Libshara Account raffle. The customer stands a better chance of winning Libshara Account draw by increasing the balance of Libshara Account by each multiple of fifty (50) Bahraini Dinars.
- 2.1.2.14 For accounts in USD, the number of chances will be determined by the equivalent amount in BHD as based on the applicable exchange rate.
- 2.1.2.15 Libshara Account monthly and grand prize raffle draws will take place on the dates advertised by the Bank, which reserves the right to set such dates at its sole discretion.
- 2.1.2.16 Regardless of the number of chances Libshara Account customer(s) may hold, each eligible customer may only win one prize per draw on any given raffle day. In the event that any one customer wins more than one prize or raffle day, the Bank reserves the right to select an alternate winner.
- 2.1.2.17 All draws shall be held under the supervision of representatives of Retail Banking Group of the Bank, the Bank's internal audit, external auditors and the Ministry of Industry, Commerce and Tourism.
- 2.1.2.18 The Bank shall notify the winners after each draw of their cash prizes. Bank representative will call or send letters to the winners. The winners of the grand prize will be contacted on the registered number/address in the account details.
- 2.1.2.19 The final results of the draws are decided by the Ministry of Industry, Commerce and Tourism.
- 2.1.2.20 The draw winners will be invited under the Bank's sole discretion to a special ceremony to be held by the Bank. The Bank shall have the right to use the winners' name in the Bank's current and future promotional and advertising campaigns and/or marketing materials. Furthermore, the Bank shall also have the right to use the winners' photographs. The winner or his/her legal representative must be present to sign the Bank's official handover documents to receive the prize.

- 2.1.2.21 Libshara Account customer agrees to grant the Bank a continuing lien on Libshara Account. The lien shall be in the amount of any and all liabilities and obligations that the customer may owe to the Bank, whether such liabilities or obligations exist now or are incurred in the future.
- 2.1.2.22 Libshara Account customer further agrees that the Bank may set off against his account and use the funds in the account to satisfy such liabilities or obligations whether or not such liabilities or obligations are then in default or subject to a contingency to the fullest extent permitted by law.
- 2.1.2.23 In case of a conflict between the laws of the Kingdom of Bahrain and the customer's right to own a prize, the Bank shall (in its absolute discretion) provide the prize's value to the winning customer after notifying and obtaining the approval of the Ministry of Industry, Commerce and Tourism.
- 2.1.2.24 In the event of the death of a winner before receiving the prize, the prize shall be held in the Bank's custody until a certificate of succession and a power of attorney authorizing a person to receive the prize are presented to the Bank release the prize to the deceased estates.
- 2.1.2.25 The customer confirms that all information and document provided to the Bank are true, correct and complete and if there are any subsequent changes to the information provided, the customer shall inform the Bank immediately in writing.
- 2.1.2.26 The Bank shall not be responsible for the damages arising out of transmission breakdown of whatever kind at the time of notifying the winners and likewise shall not be responsible for any delay or loss.
- 2.1.2.27 All publications issued by the Bank in connection with Libshara Account shall be deemed an integral part of these terms and conditions.
- 2.1.2.28 Subject to obtaining the Ministry of Industry, Commerce and Tourism prior approval, the Bank may amend these terms and conditions as it deems fit. The Bank shall give notice to the customer of such amendment(s) in the manner prescribed by the applicable law.
- 2.1.2.29 In the event of any discrepancy between the Arabic and English text of these terms and conditions, the Arabic text shall prevail.
- 2.1.2.30 These terms and conditions shall be governed and construed in accordance with the laws of the Kingdom of Bahrain to the extent such laws do not conflict with the principles of Islamic Shar'a.
- 2.1.2.31 Any dispute arising between the two parties in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the Kingdom of Bahrain.
- 2.1.2.32 The Bank will not be responsible for any charges related to the ownership of the prize.

2.1.3 VIP SAVING ACCOUNT

- (A) Provided that profit is realized and that a minimum monthly average balance of fifty thousand (50,000) Bahraini dinars is maintained in the account, VIP saving account Customers will receive the preferred VIP saving account monthly profit as declared by the Bank.
- (B) As applicable, if the monthly average balance in the VIP saving account falls below the required minimum fifty thousand (50,000) Bahraini dinars level, the Bank in its absolute discretion may pay to the Customer the profit applicable on the saving account.

2.1.4 AL BAREEM ACCOUNT

- (A) Al Baram account is an account designed for children and may be opened in the child's name from the date of the birth of the child until the age of fourteen (14) years.
- (B) The natural or the legal guardian of the child or his/her mother may open and operate an Al Baram account.
- (C) In cases of the demise of the person who opened and operates the Al Baram account and that results in uncertainty or dispute as to the person who may instruct the Bank in relation to an Al Baram account, the Bank shall require and shall act in accordance with a judgment or order of a Bahraini court or other competent authority.
- (D) The Bank shall not link Al Baram accounts with the personal accounts of the child's natural or legal guardian. As such, the Al Baram account shall be treated as an independent account for the benefit of the child.
- (E) The authority to operate the account will be transferred at maturity to the person in whose name the account was opened unless he/she is mentally incapacitated as per the law.

2.1.5 SHABAB AL DEERA ACCOUNT

- (A) Shabab Al Deera account is a special account for youths from the age of fifteen (15) years until the age of twenty one (21) years.
- (B) The natural or the legal guardian of the adolescent or his/her mother may open and operate Shabab Al Deera account.
- (C) The adolescent may singly open Shabab Al Deera account subject to the provision of adequate documentation proving the purpose of opening the account.
- (D) The Bank shall not link Shabab Al Deera account with the personal accounts of the natural or legal guardian or the mother. As such Shabab Al Deera account shall be treated as an independent account for the benefit of the adolescent.
- (E) The authority to operate the account will be transferred at maturity to the person in whose name the account was opened unless he/she is mentally incapacitated as per the law.

2.1.6 FOREIGN CURRENCY ACCOUNT

- (A) The Customer may withdraw cash funds from the foreign currency account in the same currency or any other currency provided that the withdrawn currency is available with the Bank and by using the foreign exchange system.
- (B) The Bank shall not charge any fees on internal transfers (between accounts within the Bank) conducted in the same currency of the account.
- (C) The Bank will charge fees as provided in the Banking Fees & Service Charges on external transfers (to accounts in other banks) conducted in the same currency of the account.
- (D) The Bank shall apply the daily exchange rate applicable on the remittance day on internal remittances (between accounts within the Bank) conducted in a currency other than the currency of the account.
- (E) The Bank shall apply the daily exchange rate applicable on the remittance day in addition to the fees as provided in the Banking Fees & Service Charges on external remittances (to accounts in other banks) conducted in a currency other than the currency of the account.

- (F) The Customer may credit the same currency of the account in the foreign currency account at any time by visiting the Bank or any of its branches.
- (G) The Bank shall apply the foreign exchange system on credits made in currencies other than the currency of the account.
- (H) Foreign currencies will be subject to the applicable regulatory requirements of the Kingdom of Bahrain, as amended from time to time.
- (I) The Bank shall have no responsibility towards the Customer for any diminution due to taxes or imposts or depreciation in the value of the funds credited to the foreign currency account or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfer, occupation of any character, exercise of military or usurped power, or other similar causes beyond the control of the Bank.
- (J) Saving account terms and conditions stated in clause 2.1.1 above shall apply on any Foreign Currency Account.
- 2.2 MUDHARABA TERM INVESTMENT ACCOUNT:**
- 2.2.1 In case profits are accrued, the Customer authorizes the Bank to credit them in the account determined by the Customer on the date profits are declared. The same terms and conditions will apply on the accounted profits at the end of the year.
- 2.2.2 The tenor of the Mudharaba term investment account is selected by the Customer in the Profit Allocation Schedule for Unrestricted Mudharaba Investment Accounts, and shall be renewed automatically unless the Customer requests otherwise in writing or via Electronic Banking Services before or on its maturity date.
- 2.2.3 The Customer shall commit to the tenor of the Mudharaba term investment account and may not request the cancellation of such tenor before obtaining the Bank's prior approval.
- 2.2.4 The Mudharaba term investment account will not accrue any profit if closed before the lapse of one (1) month after its opening date regardless of its term.
- 2.2.5 If the Mudharaba term investment account (terms exceeding one month) is closed one (1) month or later after opening, the funds maintained in the account will be treated like the funds maintained in the investment savings account when calculating the profit.
- 2.2.6 If the Customer wishes to close the Mudharaba investment account the Customer should present the Mudharaba investment account receipt to the Bank.
- 2.2.7 Upon the commencement of the Mudharaba, the Bank in its capacity as an investment agent (Mudhareb) and the Customer in its capacity as investor (Rab al Mal) will agree to share the profits generated from the Mudharaba term investment account in accordance with the Profit Allocation Schedule for Unrestricted Mudharaba Investment Accounts. The Bank retains its absolute right to amend the profit allocation percentages shown in the Profit Allocation Schedule for Unrestricted Mudharaba Investment Accounts in the future and shall post such amendments in all branches and its website or by any other means of publication. Subject to clause 9.4, the Client accepts and agrees that the amended profit percentages shall be valid and applicable thirty (30) days after its posting date.
- 3. UNRESTRICTED WAKALA INVESTMENT ACCOUNT**
- 3.1 In consideration of the Client crediting the amount which will be invested by the Bank on behalf of the Client in the Wakala Investment Account, the Client appoints the Bank as its agent to invest in Shar'i compliant investments in the sole discretion of the Bank, and the Bank accepts such appointment to invest the investment amount during the investment period as selected by the Customer in the application form.
- 3.2 The Bank shall provide the Customer upon opening the Wakala Investment Account with an electronic receipt stating the investment amount and the investment period. This receipt is not negotiable, may not be transferred to third party and cannot be endorsed. In case this receipt is lost or destroyed, the Customer should inform the Bank to issue a new receipt.
- 3.3 The investment period will automatically renew for a similar period subject to the anticipated profit rate then applicable on the relevant investment period unless the Customer instructs the Bank not to renew the investment period in writing or through Electronic Banking Services on or before the maturity date.
- 3.4 If the Customer wishes to renew the investment period and increase the investment amount, the Customer should close the existing Wakala Investment Account and open a new Wakala Investment Account subject to the then applicable terms and conditions.
- 3.5 If the Customer wishes to add the profit generated from the investment to the investment amount on the maturity date and instructs the Bank to renew the investment period, the then applicable terms and conditions shall apply on the Wakala Investment Account.
- 3.6 The Bank will invest the investment amount in the Bank's general assets portfolio in accordance with the other funds of the Bank. In any case, the allocation of funds in the Wakala Investment Account will be subject to the Bank's prevailing policy.
- 3.7 Without prejudice to the Customer's right provided in clause 3.10 the Customer agrees to commit to the investment period and not terminate the Wakala Investment Account without obtaining the Bank's prior approval.
- 3.8 The Wakala Investment Account shall be subject to the following terms if the Bank agrees to the termination of the Wakala Investment Account ("Termination Conditions"):
- (A) The Wakala Investment Account will not accrue any profit if the Wakala Investment Account is closed before the elapse of one (1) month of its investment date.
- (B) Funds available in the Wakala Investment Account will be subject to the calculation method of the Savings Account if the Wakala Investment Account is terminated one (1) month or more the investment date.
- 3.9 If the Customer wishes to terminate the Wakala Investment Account the Customer should present the Wakala Investment Account receipt to the Bank.
- 3.10 In case the Bank, due to reasons beyond its reasonable control, is not able to attain the anticipated profit during the investment period, the Bank shall inform the Customer of the revised anticipated profit and the Customer shall have the option to terminate the Wakala Investment Account by serving a three (3) business days' notice to the Bank. If the Wakala Investment Account is terminated according to this clause, the Customer shall be entitled to receive the investment amount and the actual profit on a pro rata basis from the date of opening or renewal of the Wakala Investment Account.
- 3.11 The Bank may, terminate the Wakala Investment Account by serving a thirty (30) days written notice to the Customer and the Customer in this event shall be entitled to receive the investment amount and the actual profit on a pro rata basis from the date of the opening or renewal of the Wakala Investment Account.
- 3.12 Without prejudice to the Customer's right provided in clause 3.10 the Customer agrees to commit to the investment period and not terminate the Wakala Investment Account without obtaining the Bank's prior approval. If the Bank approves, the Customer may terminate the Wakala Investment Account by serving a three (3)-business days prior written notice and in such event the Termination Conditions shall apply.
- 3.13 ON THE MATURITY DATE OF EACH TRANSACTION**
- (A) If the actual profit is equal to or exceeds the anticipated profit, the Bank shall pay to the Customer an amount equal to the investment amount plus the anticipated profit. The Customer agrees to forfeit the remainder of the actual profit to the bank as a performance incentive.
- (B) If the actual profit is less than the anticipated profit, the Bank shall pay to the Customer an amount equal to the investment amount plus the actual profit.
- (C) If a loss has been incurred in respect of the investment amount, the Bank shall pay to the Customer an amount equal to the investment amount less the losses incurred.
- 3.14 If the maturity date falls on a day that is not a business day, payment of the maturity proceeds to the Customer shall then be made on the next business day in the same calendar month and if there is none, the first business day of the next calendar month. In such event, the Customer may request the Bank to transfer the maturity proceeds to another account with the Bank three (3) business days before the maturity date.
- 3.15 The Customer acknowledges and agrees that the investment amount and the anticipated profit are not guaranteed.
- 4. UNRESTRICTED INVESTMENT ACCOUNTS AND WAKALA INVESTMENT ACCOUNT SPECIAL TERMS AND CONDITIONS**
- 4.1 The Customer agrees and acknowledges that the Bank has established profit equalization reserves to allocate a certain percentage of the profits generated from the Unrestricted Investment Accounts and Wakala Investment Accounts in order to use such allocated profit in the future should the profit of the Unrestricted Investment Accounts or Wakala Investment Accounts decrease and for the purpose of smoothing future profit distributed to the Customer and the Bank.
- 4.2 The Customer acknowledges and agrees that in order to protect the investment of the Customer, the Bank has established investment risk reserves in which a certain percentage of the profit generated from the Unrestricted Investment Accounts and Wakala Investment Accounts, after allocating the Bank's portion of all profits from Mudharaba Investment Accounts and Wakala Investment Accounts, will be maintained in these reserves. The Bank shall, upon the liquidation of the investment base, distribute the remaining fund to charitable purposes.
- 4.3 The percentage of the profit allocated to the profit equalization reserve and the investment risk reserve may change from time to time at the sole discretion of the Bank. The profit equalization reserve and the investment risk reserve are supervised by the Bank's Board and the Fatwa and Sharia Supervisory Board.
- 4.4 Upon the termination of an Unrestricted Investment Account or Wakala Investment Accounts, the Customer agrees:
- (A) To waive its right to receive any undistributed or any unrealized profit. In consideration of such waiver, other Unrestricted Investment Account Customers and other Wakala Investment Accounts Customers (as the case may be) shall release the Customer of any losses that have not yet been apparent while investing the funds available in the Unrestricted Investment Account or Wakala Investment Accounts.
- (B) That it shall not be entitled to claim a refund of the profit which was allocated to the profit equalization reserve and the investment risk reserve, generated from the amounts invested by the Customer in any Unrestricted Investment Account or Wakala Investment Accounts and that any such profit will be treated in accordance with profit equalization reserve and investment risk reserve guidelines.
- 4.5 The Wakala Investment Account will be subject to the following conditions in case the Wakal request/agrees to cancel a Transaction before the Maturity Date ("Cancellation Conditions"):
- (A) If the Transaction is cancelled before the end of one (1) month after the opening date of the Wakala Investment Account, the funds available in the Wakala Investment Account will not be eligible for any profit yield.
- (B) If the Transaction is cancelled one (1) month after the opening date of the Wakala Investment Account, the funds available in the Wakala Investment Account will be subject to the calculation method of the investment savings account.
- (C) The amount of profits paid will be deducted from the invested amount in case the Wakala Investment Account is closed before maturity.
- 5. WAKALA FLEXI INVESTMENT ACCOUNT SPECIAL TERMS AND CONDITIONS**
- 5.1 The Customer agrees and acknowledges that the "Withdrawal Ratio" is the maximum percentage the Muwakkil can withdraw from the invested amount during the investment period without breaking the deposit.
- (A) The Muwakkil, may withdraw the agreed ratio from the invested amount during the agreed period.
- (B) If the client (Muwakkil) wishes to withdraw any additional amounts exceeding the pre-agreed withdrawal ratio, the Wakala Flexi Investment Account termination terms and conditions clause shall apply.
- 6. CALL ACCOUNT TERMS AND CONDITIONS**
- 6.1 Acting as an investment agent (Wakil), the Bank will invest the fund maintained in the Call account in accordance with the principles of an unrestricted Wakala calculated on the basis of the daily balance in the account. The Bank may, at its sole discretion, determine the methods, means and areas of investment, which have already been reviewed and approved by the Bank's Board of Directors and the Fatwa and Sharia Supervisory board.
- 6.2 The Bank, in its capacity as an investment agent (Wakil), and the Customer, in the capacity of the investor (Muwakkil), will agree to the pre-promised profits generated from the account in accordance with the Profit Allocation Schedule for Call Accounts. The Bank retains its absolute right to amend the profit allocation percentages shown in the Profit Investment Accounts in the Bank's channels.
- 6.3 Subject to clause 9.4, the Client accepts and agrees that the amended profit percentages shall be valid and applicable at posting date.
- 6.4 The profits or losses of the account (as the case may be) will be credited/debited to/from the same account after being announced by the Bank.
- 6.5 The Customer authorizes the Bank to reinvest the accrued profits after the Bank has credited such accrued profits to the Call account.
- 6.6 The Bank will issue a cheque book to the Customer after deducting the cheque book issuance fee from the current account and shall notify the Customer through SMS in order to collect the cheque book. The Customer agrees that if he/she could not come for any reason to collect the cheque book within ten (10) days after its issuance, the Bank may send it via registered mail to the Customer's address and deduct the relevant courier fees incurred by the Bank from the current account.
- 6.7 The Customer undertakes to strictly safeguard the cheque book and use it for the purpose of withdrawing funds from the account. The Customer further undertakes to notify the Bank and Police in the Kingdom of Bahrain immediately if any cheque is lost, misplaced or stolen.
- 6.8 The Bank shall not accept stop payment orders in relation to a cheque unless the cheque is lost or destroyed. A stop payment order should be addressed in writing to the Bank and shall include the cheque's number, amount, beneficiary's name, any other particular that may assist in identifying the cheque and how it was lost or destroyed. Otherwise, the Bank shall not accept a stop payment order unless the Customer presents to the Bank a stop payment decision issued by a court or other authority of competent jurisdiction.
- 6.9 In case of continuous return cheques drawn on the current account due to insufficient funds, the Bank may (in accordance with Central Bank of Bahrain instructions) close the current account and add the name of the Customer to the Central Bank of Bahrain's Cheques Abusers List and the Customer will be prevented from opening a current account in the Bank for a minimum period of one (1) year from the date his/her name was listed in the Central Bank of Bahrain Cheques Abusers List. The Customer agrees in such a case to promptly return all unutilized cheques to the Bank.
- 6.10 The advertised amounts in the Banking Fees & Service Charges from time to time will be deducted from the account for each returned cheque due to insufficient balance.
- 6.11 The Bank will decline to honor cheques if sufficient funds are not available, notwithstanding that the current Customer may have another account in credit and provided that the Customer's signature on the drawn cheques is identical to the approved signature specimen.
- 6.12 The Bank may, on an exceptional basis and subject to a prior agreement between the Bank and the Customer, honor cheques if sufficient funds are not available in the current account, and in such cases the Customer agrees to cover the shortfall in the account's balance within the period agreed upon between the Client and the Bank.
- 7. CURRENT ACCOUNT TERMS AND CONDITIONS**
- 7.1 The credit balance in the current account is considered as Qard Hasan payable immediately to the Customer on demand and does not accrue profit or sustain loss.
- 7.2 The Bank will issue a cheque book to the Customer after deducting the cheque book issuance fee from the current account and shall notify the Customer through SMS in order to collect the cheque book. The Customer agrees that if he/she could not come for any reason to collect the cheque book within ten (10) days after its issuance, the Bank may send it via registered mail to the Customer's address and deduct the relevant courier fees incurred by the Bank from the current account.
- 7.3 The Customer undertakes to strictly safeguard the cheque book and use it for the purpose of withdrawing funds from the account. The Customer further undertakes to notify the Bank and Police in the Kingdom of Bahrain immediately if any cheque is lost, misplaced or stolen.
- 7.4 The Bank shall not accept stop payment orders in relation to a cheque unless the cheque is lost or destroyed. A stop payment order should be addressed in writing to the Bank and shall include the cheque's number, amount, beneficiary's name, any other particular that may assist in identifying the cheque and how it was lost or destroyed. Otherwise, the Bank shall not accept a stop payment order unless the Customer presents to the Bank a stop payment decision issued by a court or other authority of competent jurisdiction.
- 7.5 In case of continuous return cheques drawn on the current account due to insufficient funds, the Bank may (in accordance with Central Bank of Bahrain instructions) close the current account and add the name of the Customer to the Central Bank of Bahrain's Cheques Abusers List and the Customer will be prevented from opening a current account in the Bank for a minimum period of one (1) year from the date his/her name was listed in the Central Bank of Bahrain Cheques Abusers List. The Customer agrees in such a case to promptly return all unutilized cheques to the Bank.
- 7.6 The advertised amounts in the Banking Fees & Service Charges from time to time will be deducted from the account for each returned cheque due to insufficient balance.
- 7.7 The Bank will decline to honor cheques if sufficient funds are not available, notwithstanding that the current Customer may have another account in credit and provided that the Customer's signature on the drawn cheques is identical to the approved signature specimen.
- 7.8 The Bank may, on an exceptional basis and subject to a prior agreement between the Bank and the Customer, honor cheques if sufficient funds are not available in the current account, and in such cases the Customer agrees to cover the shortfall in the account's balance within the period agreed upon between the Client and the Bank.
- 8. ELECTRONIC ACCOUNT TERMS AND CONDITIONS**
- 8.1 The credit balance in the electronic account is considered as Qard Hasan payable immediately to the Customer on demand and does not accrue profit or sustain loss.
- 8.2 The electronic account is opened to individual Customers, establishments and companies in Bahraini Dinars only.
- 9. VISA ELECTRON ATM CARD TERMS AND CONDITIONS**
- 9.1 The ATM card is issued with all accounts opened at the Bank to individual Customers, sole proprietorships and single person companies, except Libshara accounts, Mudharaba Investment accounts, foreign currency accounts and Wakala Investment accounts.
- 9.2 The Bank shall issue the ATM card and notify the Customer in writing or via SMS to collect the ATM card and the personal identification number (PIN). The Bank will destroy the ATM card and PIN if the Customer does not collect them within forty five (45) days from the date he/she was notified. If the Customer wishes to obtain a new ATM card, he/she provide a request to the Bank and shall bear the expenses of issuing a new ATM card and PIN as listed in the Banking Fees & Service Charges.
- 9.3 The ATM card and PIN are issued to the Customer entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss or damage howsoever caused due to the issue of the card and PIN to the Customer.
- 9.4 The card shall at all times remain the property of the Bank and the Customer shall surrender the ATM card to the Bank immediately upon request. The Bank has the right at its sole discretion at any time and without notice, to withdraw, cancel or prohibit the use or refuse to reissue, renew or replace any card within any case affecting the Customer's obligations hereunder and such obligation shall continue in force.
- 9.5 The Customer shall not use the card in illegal or non-Sharia compliant activities or transactions. In case this obligation is violated, the provisions of clause 7.4 shall apply. For the purpose of this clause, the term Sharia shall mean the rules, principles and parameters of Islamic law as interpreted, ascertained, determined or pronounced by the Fatwa & Sharia Supervisory Board and the Shari'a standard issued by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI).
- 9.6 The Customer shall exercise all possible care to ensure the safety of the ATM card and PIN and will prevent the PIN becoming known to any person. The Customer shall at all-times remain liable for any transaction made by using the ATM card and shall indemnify the Bank for all losses or damages howsoever caused by an unauthorized use of the ATM card and PIN, and the Bank shall be entitled to assume all uses of the ATM card and PIN are authentic unless the Bank has received notice of any loss or theft of the ATM card or the PIN or official notification of the death of the Customer. If the card is lost or stolen or for any other reason liable for misuse, or if the PIN is disclosed in breach of this condition, the Customer must immediately notify the Bank and Police and confirm this in writing. In the event of such loss, theft or disclosure being suspected, the Bank may provide the public security with any information it considers relevant.
- 9.7 In case the card is lost or stolen the Customer shall promptly notify the Bank by calling the Bank's Call Center or attending any of the Bank's branches. To enable the Bank to take the required procedures to stop the use of the card, the Customer shall provide the card or account number or any other personal information, and in case such information are not provided the Bank will not be able to take the necessary procedures and the Customer shall bear the responsibility of any withdrawals in the account due to such and the Bank shall have no liability whatsoever for these withdrawals.
- 9.8 The Bank shall debit the account with the amount of any withdrawal affected by use of the ATM card whether such withdrawal was conducted through an automated teller machine or a point of sale machine or via the internet.
- 9.9 The Bank will strive to provide all services at all times however such services may be suspended from time to time to conduct maintenance, updates and routine checks. The Bank shall not be liable for any loss or damage arising directly or indirectly due to any malfunction or failure of the ATM card, data-processing system or transmission, or due to the non-delivery, mis-delivery or any delay or omission in executing instructions deposited with the Bank's ATM or due to anything outside the control of the Bank.
- 10. ELECTRONIC BANKING SERVICES TERMS AND CONDITIONS:**
- 10.1 The Customer agrees to generate the Personal Identification Number (PIN) for electronic services upon opening the account by following the relevant instructions provided by the Bank.
- The Customer undertakes not to allow anyone to use the electronic banking services on his behalf.
- 10.2 The Customer shall be responsible for safekeeping the PIN, shall not disclose the PIN to any person, and shall take all possible care to prevent the discovery of the PIN or the Pin being known to any person.
- The Customer shall be solely responsible for changing the PIN after disclosure of the same to any third party. The Bank shall not be liable for any unauthorized usage or misuse of the PIN and the Customer hereby undertakes to indemnify the Bank, upon demand, against any cost, expense, loss or liability incurred by the Bank in connection or in relation to any unauthorized usage or misuse of the PIN.
- 10.3 The Bank shall not be liable for any misuse of any data accessed by any third party due to the Customer's negligence, mistake, act or omission.
- 10.4 The Customer agrees and acknowledges that any act or process done by the Bank in accordance with the electronically received Customer's instructions will be irrevocably binding on the Customer.
- 10.5 The Bank shall not be liable for acting upon the Customer's instructions and the Customer hereby undertakes to indemnify the Bank against any cost, expense or loss incurred by the Bank in relation to or as a result of the Bank carrying out instructions from the Customer or purporting to be from the Customer.
- 10.6 The Bank may terminate the provision of any electronic services in case the Customer breaches any of the electronic services terms and conditions.
- 11. TERMINATING OR AMENDING THE TERMS AND CONDITIONS**
- 11.1 The Bank shall provide an electronic, downloadable and printable copy of these Terms and Conditions on the Bank's website for the Customer's review at any time.
- 11.2 The Bank may at any time amend or change any of the above terms and conditions.
- 11.3 Any amendments or changes made to the terms and conditions will be posted on the Bank's website for the Customer's review.
- 11.4 The Customer agrees to the regulations and procedures applied on his account including any procedural amendments made to on the terms as may be determined by the Bank from time to time.
- 11.5 The Customer has the right to terminate its banking relationship and close the account at any time if he does not agree to the changes and amendments made by the Bank in the terms and conditions.
- 12. GOVERNING LAW AND JURISDICTION:**
- 12.1 These terms and conditions shall be governed by the laws of the Kingdom of Bahrain to the extent such laws do not conflict with the principles of Islamic Sharia'a.
- 12.2 The courts of the Kingdom of Bahrain shall have the exclusive jurisdiction to consider any dispute between the Bank and the Customer in relation to these terms and conditions.
- 12.3 The Bank and the Client recognize and agree that the principle of the payment of interest/usury is repugnant to the principles of Islamic Sharia'a. If the courts of the Kingdom of Bahrain would impose an obligation to pay interest/usury or a sum in the nature of interest/usury whether by law or Contract, the Bank and the Client hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover from each other interest/usury or sum in the nature of interest/usury.
- 13. COMPLAINTS**
- The Customer may, if not satisfied with the services provided by the Bank or has any concerns or suggestions in relation to these terms and conditions, communicate with the Bank who shall provide an easy and simple mechanism to raise the Customer's complaint, suggestions and concern to the Bank.

