

BANKING TERMS & CONDITIONS  
FOR PRIVATE BANKING CUSTOMERS



PRIVATE  
BANKING

بيت التمويل الكويتي  
Kuwait Finance House  
البحرين ب.س.ج. (م) Bahrain B.S.C.(C)



## 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 details 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 requirements, 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 any other banking activity as a result of its availability 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 arose 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 six (6) 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 did not activate the account within six (6) 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 If the customer account balance remains at zero for a period of one (1) year or more, the Bank may, at its absolute discretion, close the account.
- 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 withdrawals 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 to the Customer or honor 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 Terms and conditions stated in this clause 1 shall apply on every account opened with the Bank, mutatis mutandis.
- 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 Shari'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 the following:
- 2.1.2.1 Libshara Account is an unrestricted investment saving account, compliant with the Islamic Shari'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 Shari'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 Mudarabah concept and the prizes are donated from the Bank's shareholders' money, not deducted from the profits or capital of the Mudarabah.
- 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 30 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 Dinar's 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 on a 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

<p>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 Banks official handover documents to receive the prize.</p>	<p>(C) The adolescent may singly open Shabab Al Deera account subject to the provision of adequate documentation proving the purpose of opening the account.</p> <p>(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.</p> <p>(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.</p>	<p><b>3. UNRESTRICTED WAKALA INVESTMENT ACCOUNT</b></p>	<p>3.15 The Customer acknowledges and agrees that the investment amount and the anticipated profit are not guaranteed.</p>
<p>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.</p>	<p><b>2.1.6 FOREIGN CURRENCY ACCOUNT</b></p>	<p>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 Shari' 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.</p>	<p><b>4. UNRESTRICTED INVESTMENT ACCOUNTS AND WAKALA INVESTMENT ACCOUNT SPECIAL TERMS AND CONDITIONS</b></p>
<p>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.</p>	<p>(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.</p>	<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>(B) The Bank shall not charge any fees on internal transfers (between accounts within the Bank) conducted in the same currency of the account.</p> <p>(C) The Bank will charge fees as provided in the Banking Fees &amp; Service Charges on external transfers (to accounts in other banks) conducted in the same currency of the account.</p>	<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>(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.</p>	<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>(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 &amp; Service Charges on external remittances (to accounts in other banks) conducted in a currency other than the currency of the account.</p>	<p>3.5 If the Customer wishes to add the profit generated from the investment to the investment amount on the maturity date and instructed the Bank to renew the investment period, the then applicable terms and conditions shall apply on the Wakala Investment Account.</p>	<p>4.4 Upon the termination of an Unrestricted Investment Account or Wakala Investment Accounts, the Customer agrees:</p>
<p>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.</p>	<p>(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.</p>	<p>3.6 The Bank will invest the investment amount in the Bank's general assets portfolio pooled 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.</p>	<p>(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.</p>
<p>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.</p>	<p>(G) The Bank shall apply the foreign exchange system on credits made in currencies other than the currency of the account.</p>	<p>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.</p>	<p>(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.</p>
<p>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.</p>	<p>(H) Foreign currencies will be subject to the applicable regulatory requirements of the Kingdom of Bahrain, as amended from time to time.</p>	<p>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"):</p>	<p>4.5 The Wakala Investment Account will be subject to the following conditions in case the Wakal requests / agrees to cancel a Transaction before the Maturity Date ("Cancellation Conditions"):</p>
<p>2.1.2.29 In the event of any discrepancy between the Arabic and English text of these terms and condition, the Arabic text shall prevail.</p>	<p>(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.</p>	<p>(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.</p>	<p>(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.</p>
<p>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 Shari'a.</p>	<p>(J) Saving account terms and conditions stated in clause 2.1.1 above shall apply on any Foreign Currency Account.</p>	<p>(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.</p>	<p>(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.</p>
<p>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.</p>	<p><b>2.2 MUDHARABA TERM INVESTMENT ACCOUNT:</b></p>	<p>3.9 If the Customer wishes to terminate the Wakala Investment Account the Customer should present the Wakala Investment Account receipt to the Bank.</p>	<p>(C) The amount of profits paid will be deducted from the invested amount in case the Wakala Invested Account is closed before maturity.</p>
<p>2.1.2.32 The Bank will not be responsible for any charges related to the ownership of the prize.</p>	<p>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.</p>	<p>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.</p>	<p><b>5. WAKALA FLEXI INVESTMENT ACCOUNT SPECIAL TERMS AND CONDITIONS</b></p>
<p><b>2.1.3 VIP SAVING ACCOUNT</b></p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<p><b>2.1.4 AL BARAEM ACCOUNT</b></p>	<p>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.</p>	<p>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.</p>	<p>(A) The Muwakkil, may withdraw the agreed ratio from the invested amount during the agreed period.</p> <p>(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.</p>
<p>(A) Al Baraem 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.</p>	<p>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.</p>	<p><b>3.13 ON THE MATURITY DATE OF EACH TRANSACTION</b></p>	<p><b>6. CALL ACCOUNT TERMS AND CONDITIONS</b></p>
<p>(B) The natural or the legal guardian of the child or his/her mother may open and operate an Al Baraem account.</p>	<p>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.</p>	<p>(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.</p>	<p>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 Shari'a Supervisory board.</p>
<p>(C) In cases of the demise of the person who opened and operates the Al Baraem account and that results in uncertainty or dispute as to the person who may instruct the Bank in relation to an Al Baraem account, the Bank shall require and shall act in accordance with a judgment or order of a Bahraini court or other competent authority.</p>	<p>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.</p>	<p>(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.</p>	<p>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.</p>
<p>(D) The Bank shall not link Al Baraem accounts with the personal accounts of the child's natural or legal guardian. As such, the Al Baraem account shall be treated as an independent account for the benefit of the child.</p>	<p>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.</p>	<p>(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.</p>	<p>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.</p> <p>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.</p>
<p><b>2.1.5 SHABAB AL DEERA ACCOUNT</b></p>	<p>(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.</p> <p>(B) The natural or the legal guardian of the adolescent or his/her mother may open and operate Shabab Al Deera account.</p>	<p>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.</p>	<p>6.5 The Customer authorizes the Bank to reinvest the accrued profits after the Bank has credited such accrued profits to the Call account.</p>

- 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 must 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 without in 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 any 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 service 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 extents such laws do not conflict with the principles of Islamic Shari'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 Shari'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. AUTHORITY AND INDEMNITY FOR ELECTRONIC TRANSACTIONS**
- The "Client"** From time to time by means of electronic transmission, including but not limited to (fax, email, telex, swift) (the "Instructions"), the Client agrees and undertakes the following:
- 13.1 The Bank is hereby unconditionally and irrevocably authorized to accept and act upon all or any of the Instructions given or deemed to be given or purportedly given by the Client. This Authority and Indemnity covers all existing accounts with the Bank of the Client. It also covers any future accounts that may be opened by the Client with the Bank (unless the Bank is instructed otherwise).
- 13.2 Send the Instructions to the Bank during the Bank's normal business hours.
- 13.3 a. Without prejudice to the terms and conditions stated below, that the Bank will execute the Instructions on the same business day provided that such Instructions are received before one thirty PM.
- b. Without prejudice to the generality of clause (a) above, that the Bank will execute internal banking transfers Instructions (i.e. between Bank accounts) on the same business day provided such Instructions are received before two PM.
- c. Without prejudice to the generality of clause (a) above, that the Bank will execute external banking transfers Instructions (i.e. between other banks accounts) on the same business day provided such Instructions are received before eleven thirty AM.
- 13.4 The Bank is (i) hereby irrevocably authorized to rely on the Instructions as genuine, true and accurate reproduction of the original instructions, (ii) shall bear no responsibility for acting upon the Instructions, (iii) entitled to treat the Instructions as fully authorized and binding on the Client, and (iv) entitled (but not bound) to take such steps in connection with or in reliance upon the Instructions as the Bank in its sole and absolute discretion deem appropriate.
- 13.5 The Bank shall not be liable towards the Client for any direct or indirect damages including loss of money or profits or special or consequential damages sustained by the Client due to the Bank's inability to execute the Instructions as a result of, among other things, insufficient balance, unavailability or failure of the banking system or any other reason beyond the Bank's reasonable control.
- 13.6 If the Client wanted to cancel and stop the execution of the Instructions, the Client shall send the cancellation instructions within a period that does not exceed 30 minutes from the time of sending the Instructions. The Bank shall not be responsible or bound by any cancellation instructions sent by the Client after executing the Instructions.
- 13.7 Without prejudice to clause 4 above, provide the Bank with the original copies of the Instructions within 30 days of sending the Instructions.
- 13.8 If for any reason the Bank acted on Instructions sent through the Client's or any other party's fax machines or email address which were misused, or were unauthorizedly sent by any person, or if the Bank does not receive the original of the fax or email message, and subsequently it is proved that this fax or email is not sent by the Client, the Bank will not be responsible for acting on this message and the Client will take full responsibility and liability for this, as this amounts to violation of the Client's duty to exercise diligence and due care and to the Client's agreement and undertaking with the Bank.
- 13.9 Acting by the Bank on what may be photocopies emanating from the fax machine is fully binding on the Client even if the Bank does not receive the original of the facsimile Instructions.
- 13.10 The Bank may, but is not obliged, to act on any Instructions that claims to come from the Client.
- 13.11 Except for gross negligence or willful misconduct, the Bank will not be responsible or held liable for any irregularity, delay, mistake or omission which may occur in the transmission of the Instructions, or for the non-receipt of, or misinterpretation of the Instructions.
- 13.12 The Bank may, at its sole discretion, decide to undertake call back checks to the designated persons (who will have first had knowledge of the Instructions) at the designated telephone numbers in order to confirm the authenticity of the Instructions or when the Bank receives duplicate or conflicting instructions. The Client undertakes to inform the Bank from time to time should any of these designated persons resign, cease to be authorized to provide confirmation of the Instructions or should any of the designated telephone numbers change. The Bank will attempt to contact these persons in the order provided above. However in case the Bank does not obtain any confirmation despite its repetitive attempt to contact the designated persons, it may at its sole discretion, decide to disregard the Instructions until the Bank is able to satisfy itself that the Instructions are genuine.
- 13.13 If for any reason the Bank is held responsible for acting in accordance with the Instructions by any other party or competent authority, the Client hereby agrees and undertakes to protect, defend, hold harmless, indemnify and keep the Bank indemnified against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind and nature whatsoever and howsoever arising which are imposed, incurred, asserted, suffered by or required to be paid by reason of or as a result of, or arising directly or indirectly out of the Bank's compliance with the Instructions. In addition, the Client irrevocably waives, release and discharges the Bank from any and all claims, obligations and rights arising that the Client may have against the Bank which arises or may arise as a result of the Instructions given or deemed to be given or purportedly given by the Client.
- 13.14 The Client accepts, when sending the Instructions, the inherent risks (including the security risks of interception of or unauthorized access to electronic communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that the Client shall perform virus checks. This Authority and Indemnity is supplemental to (and forms part of) the Banking Terms and conditions. Should there be any conflict between this Authority and Indemnity and the Banking Terms and Conditions, the provisions of the Authority and Indemnity will prevail in connection with the subject matter. The Client represents and warrants that this Authority and Indemnity has been duly executed and delivered by the duly authorized representative(s) of the Client and constitute a legal and binding obligation of the Client and shall be enforceable against the Client in accordance with its terms. This Authority and Indemnity shall be subject to the applicable laws and regulations of the Kingdom of Bahrain to the extent such laws and regulations do not conflict with the principals of Shari'a. Any dispute in relation to this Authority and Indemnity shall be subject to the exclusive jurisdiction of the courts of Bahrain.
- 14. 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.

## Signature Card Terms & Conditions

### Important Notice

Please read these Terms & Conditions carefully. By applying for the Card, you are agreeing to these Terms & Conditions and acknowledge that these Terms & Conditions will govern your use of the Card. You agree to sign (and, if appropriate, have authorised users sign) in the space provided for authorised signatures on the Card before the Card is used. Your signature or the signature of authorised users on the Card and any use of the Card by you or any authorised user, is your agreement to comply with these Terms & Conditions.

### 1. Definitions

#### 1.1 Annual Fee

The annual fee applicable to the Card as set out in clause 3.1 or such other amount as may be agreed to by us from time to time.

#### 1.2 Card

The KFH - Bahrain Visa Card issued to you.

#### 1.3 Cards

The KFH - Bahrain Visa Card and any Supplementary Card issued at your request.

#### 1.4 Card Account

The account maintained by us for your use of the Card and subject to these Terms and Conditions.

#### 1.5 Cardholder

The person in whose name the Account was opened.

#### 1.6 Card Transactions

The purchase of goods or services or obtaining Cash Advances by using the Card, the Card's number or the PIN or in any other manner authorised by the Cardholder.

#### 1.7 Cash Advance

Means any amount of money in Bahrain Dinars or any other currency withdrawn by the Cardholder or the Supplementary Cardholder by use of the Card or the Supplementary Card.

#### 1.8 Charge

Any fee charged (of whatsoever nature) and any taxes or sums that result out of the usage of the Card and which will be debited from the Card Account.

#### 1.9 Credit Limit

The maximum debit balance permitted in the Account as determined and notified by KFH-Bahrain to the Cardholder from time to time.

#### 1.10 KFH-Bahrain

Kuwait Finance House (Bahrain) BSC (c).

#### 1.11 Merchant

Any person, company, firm, proprietorship, partnership, business or organisation which accepts the Card in payment of goods and/or services.

#### 1.12 Minimum Payment

The minimum payment due every month is 5% of the Card Transactions as requested in your monthly statement or BD10, whichever is more, or the entire amount if less than BD10, plus the monthly instalment of the Annual Fee applicable for that month and the full Cash Advance Amount.

#### 1.13 PIN

Means the related Personal Identification Number issued to the Cardholder and the Supplementary Cardholder.

#### 1.14 Supplementary Card

A KFH-Bahrain Visa Card can be issued to the Supplementary Cardholder at your request.

#### 1.15 Supplementary Cardholder

The person nominated under clause 2-3 and whose Card Transactions are chargeable to the Account.

#### 1.16 Agreement

The Terms and Conditions set out herein (as they may be amended, modified or supplemented from time to time) duly accepted by the Cardholder.

### We, Our Us

Refers to KFH-Bahrain.

### You and Your

Refers to the person and/or persons to whom a Card is issued, which term shall include any person to whom Supplementary Cards are issued or persons otherwise authorised to use the Card.

### 2. Use of the Card

- 2.1 You must sign the Card issued to you in ink as soon as you receive it and before you use it.
- 2.2 You may only use the Card within the expiry date shown on the face of the Card.
- 2.3 You may request us to issue a Supplementary Card to any person you nominate as long as they are eligible for a Card. You shall procure that any person issued a Supplementary Card signs the Supplementary Card when received and before use.
- 2.4 You are responsible for all Card Transactions and Cash Advances done by any Supplementary Cardholder, even if they do something which makes you in breach of this Agreement. You must ensure that the Supplementary Cardholder uses the Supplementary Card according to these Terms & Conditions.
- 2.5 Do not give your Card or Account number to others or allow them to use the Card as doing so will make you liable for all Card Transactions and Cash Advances charged to the Card by others.
- 2.6 Do not use the Cards for purchasing goods for the purpose of resale. Do not sell or return any goods purchased through the Card to get its value in cash. Without prejudice to the foregoing, you shall be entitled to return goods purchased through the Card, and we shall credit its value to the Card Account, but only if the Merchant requests us to do so.
- 2.7 We may issue another Card in the future as a replacement for your existing Card, and KFH-Bahrain reserve its right to change the Terms & Conditions. We will tell you about any changes to the terms in accordance with clause 12.
- 2.8 If you want to cancel your Card or any Supplementary Card, you are responsible for returning the Card and/or any Supplementary Card to us by filling the cancellation form.
- 2.9 The Cards may not be used for any unlawful purpose.

### 3. Annual Fee

- 3.1 The annual fee is charged on each card and payable by you for use of the card and shall be an amount equal to BD3,600 for the Signature card where the credit limit is between BD5,000 and BD30,000.
- 3.2 We shall charge your Card the applicable Annual Fee in 12 monthly installments commencing with the first statement date in each 12 month billing cycle.

### 4. Amount of Credit

- 4.1 You must keep within and not exceed your Credit Limit. Your Credit Limit is a combined credit limit for all the Cards under the Card Account, and the total aggregate indebtedness on all the Cards must not exceed the Credit Limit.
- 4.2 The Credit Limit will appear on your monthly statement together with the available amount of credit as at the statement date.
- 4.3 If your total indebtedness exceeds the Credit Limit, you must make immediate payment of any excess above the Credit Limit. Notwithstanding the foregoing, we reserve the right to terminate this Agreement in accordance with the terms of clause 15 should your total indebtedness exceed the Credit Limit.
- 4.4 If you fail to settle the minimum payment on or before the due date, we reserve the right to review and decrease your Credit Limit or terminate this Agreement in accordance with the terms of clause 15 below.

### 5. Personal Identification Number (PIN)

- 5.1 You will be given a PIN for use of the Card and you agree to comply with the provisions of clause 10 and clause 11 in protecting any PINs associated with the Cards.
- 5.2 The Cards are not intended to be used at Automated Teller Machines (ATM) for the purpose of Cash Advances. If you choose to use the Cards for Cash Advances your PIN will allow you to do so. We shall charge the Cards a fee in respect of Cash Advances which you agree will be added to your monthly balance to cover handling fees at an amount equivalent to BD4 per transaction.
- 5.3 Any Cash Advance charged to the Cards by you or any authorised user of the Cards will be reflected in the Minimum Payment due for the applicable month and as such must be settled in full on the payment due date immediately following any such Cash Advance.
- 5.4 Some limitations on ATM Cash Advances may apply, such as limitations on dollar amount, number or currency denominations.

### 6. Foreign Exchange Transaction

- 6.1 If you make a Card Transaction or Cash Advance in a foreign currency, we shall convert that Card Transaction or Cash Advance to Bahraini Dinars, and such conversion shall be on the basis of an implied delegation whereby you delegate us to make such foreign exchange transactions on your behalf. The conversion shall take place on the date we process the Card Transaction or Cash Advance (being the date we receive and pay the relevant payment request), and the conversion rate applicable at the date of processing may not be the same conversion rate as at the transaction date.
- 6.2 Unless a specific exchange rate is required by applicable law, you understand, agree and accept that we will use exchange rates selected from customary industry sources. This exchange rate may be the same, greater than or less than the rate applied by institutions in the country in which the purchase or cash advance occurred.
- 6.3 We reserve the right to charge a commission of 2.75% on each Card Transaction or Cash Advance made in a currency other than Bahraini Dinars and within the countries of Eastern Europe, the Middle East, North Africa and Asia. For each Card Transaction or Cash Advance made outside the Kingdom of Bahrain and outside the countries of Eastern Europe, the Middle East, North Africa and Asia, we reserve the right to charge a commission of 3.0% on each Card Transaction or Cash Advance made. Such commission shall be payable on the basis of the implied delegation which is created between us and you when you apply for the Card whereby you authorise us pursuant to clause 6.1 to make foreign exchange transactions on your behalf.

### 7. Liability

- 7.1 You are liable to us for all Card Transactions on the Cards.
- 7.2 Any Supplementary Cardholder shall be jointly and severally liable with you for all Card Transactions on the Supplementary Card.
- 7.3 We are not responsible nor shall we bear any liability for any goods or services charged on the Card Account by you or for the quality or performance of any goods or services. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You must raise any claim or dispute directly with the concerned Merchant and you are not entitled to withhold payment from us because of such claim or dispute.
- 7.4 We are not responsible if any Merchant refuses to honour the Cards or your Card Account or if an ATM refuses to process a Cash Advance request.

### 8. Authorisations

- 8.1 Certain Card Transactions may need to be authorised by us before being accepted by a Merchant. We reserve the right to refuse to authorise any Card Transactions, or other transaction without cause or prior notice even if the Credit Limit has not been exceeded. We shall not be liable to you or anyone else for any loss or damage resulting from such refusal.
- 8.2 We further reserve the right to refuse authorisation for certain Card Transactions which may include, without limitation, transactions which would make the combined indebtedness under the Cards in excess of the Credit Limit or transactions which are not Shar'i compliant such as gambling, ATM usage at casinos, purchasing alcoholic beverages or ammunition and/or any unlawful purchases.

### 9. Monthly Statements and Payments

- 9.1 We shall endeavour to send you a statement once a month for each billing period during which there is any activity or a balance outstanding on your Card Account. Our inability to send the monthly statement shall not release you from your obligation to pay the outstanding amount of your Card Account.

- 9.2 You agree to pay all amounts due on your Card Account, charged by you or any authorised user of the Cards. You must make all payments by the payment due date notified on the monthly statement. You may pay all or any part of the balance outstanding at any time, provided however that you agree to pay the Minimum Payment due as set out in the statement by the due date which will normally be 20 days after your statement date.
- 9.3 The Minimum Payment on your Card Account may include any historical amount due and/or any fees assessed against your Card Account.
- 9.4 You agree that monthly statements provided to you are correct unless you notify us in writing of any alleged errors. If you do not notify us of any alleged errors within 15 days, the statement shall be correct, conclusive and binding on you.
- 9.5 Even if an amount is in dispute, you agree to pay the Minimum Payment that is due, less any portion attributable to any disputed amount.

### 10. Protecting Your Card and Account Information

- 10.1 You must:
  - (i) keep the Cards (including the Card details) safe and not allow anyone else to use them; and
  - (ii) memorise your PIN and other security information and keep them secret at all times, never write the PIN on the Cards or on anything usually kept with it or write down or record the PIN or other security information without first disguising it and destroy the letter with your PIN straightaway.
- 10.2 You must only reveal the Card number to make a transaction, to report the loss or theft of the Cards or if we allow you to do so.

### 11. Lost or Stolen Cards and PINs

- 11.1 The Cardholder or the Supplementary Cardholder shall immediately inform us, using the telephone numbers appearing below, if the Card or the Supplementary Card is lost or stolen or that someone is misusing the Cards or knows the PIN.
- 11.2 The Cardholder shall remain responsible for any losses that may occur as a result of the unauthorised use of the Card in the period prior to informing KFH-Bahrain in the manner specified in clause 11.1 above.
- 11.3 The Cardholder or the Supplementary Cardholder shall provide all the available information regarding the lost or stolen card, and KFH-Bahrain, without further notification to the Cardholder, will provide such information to the Police.
- 11.4 Lost Cards subsequently found shall not be used but must be cut in half and returned to KFH-Bahrain immediately.

### 12. Modifications

- 12.1 We may change this Agreement at any time and will apply any new terms to your Card Account as of the effective date of the change, subject to provisions of applicable law. For example, we may make changes that are personal to you based on changes in your credit risk or general changes to take account of market conditions; changes in the cost of providing this service to you; changes or predicted changes in legal or other requirements affecting us; any system or product development.
- 12.2 If we modify this Agreement, we will give you notice as required by law. We will tell you about any changes by advertising them in the press, putting messages in your monthly statement or sending you a separate written notice. Most changes will happen at least 30 days after we tell you about them providing you with ample notice to acknowledge and work by them.
- 12.3 We may (i) introduce a new Charge or (ii) increase a current Charge for any service provided under or in connection with your Card Account and you will be promptly informed before the changes in the Charge takes effect. KFH-Bahrain will give the Cardholder the option of terminating this relationship within 15 days of application of the Charge if the Cardholder does not accept the increased or new Charge. If the Cardholder does not terminate the relationship within the above period, the Cardholder will be deemed to have accepted such charge / increase.

### 13. Renewal

- 13.1 The Cards are valid until the expiration date printed on the face of the Card or Supplementary Card. You authorise us to renew the Card and any Supplementary Card before the applicable expiry date and you understand that the applicable Annual Fee will be charged to your Card on the anniversary of the issue date of the Cards.
- 13.2 We reserve the right to refuse to renew the Card or any Supplementary Card without cause. You must notify us in writing should you wish not to renew your Card or any Supplementary Card associated with your Account.

### 14. Termination

- 14.1 All Cards are the property of KFH-Bahrain and must be returned to us on demand. If we request, you and any Supplementary Cardholder must not use the cards and these must be returned to us. If we ask you to return the Cards, or if we believe the Cards are being misused we may put a stop on them, suspend your Card Account or ask others, including Merchants, to hold onto them for us.
- 14.2 Either of us can terminate this Agreement by giving 15 days written notice to the other Party. You must return all Cards to us and cancel any instructions you have given to others to charge transactions to your Card Account. You must make all payments due and this Agreement will continue until all amounts you owe have been paid, including amounts added to your Card Account after the notice to end the Agreement. Termination will only be effective when we receive all outstanding sums with your Card Account and all Cards surrendered in respect of your Card Account have been satisfied.
- 14.3 You may suspend or cancel a Supplementary Card by notifying us in writing but you will remain liable for all Card Transactions charged to the Supplementary Card until suspension or cancellation.
- 14.4 We may require you to repay immediately all amounts you owe us under this Agreement if you breach this Agreement regularly or seriously, or if you become bankrupt or are likely to become bankrupt and against your estate in case of death, but we will follow any legal requirements before we do so.

### 15. Default

- 15.1 You will be in default if you fail to make a payment when due, exceed your Credit Limit, become subject to bankruptcy or insolvency proceedings, do not comply with this Agreement or if you have provided false information to obtain or maintain your credit card.
- 15.2 If you are in default, we may, at our sole discretion, declare all amounts you owe to be immediately due and payable, suspend your Card Account, cancel the Cards and revoke any privileges associated with the Cards. We shall also be entitled to claim any and all actual costs and expenses incurred by us due to the default, including legal costs and expenses associated with enforcing our rights under the Terms & Conditions.
- 15.3 In the event of default, you agree to destroy and/or return all Cards to us or our designee upon demand.

### 16. Indemnity

- 16.1 You agree to indemnify and hold us harmless against all claims, demands, actions, proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained, suffered by us, directly or indirectly, due to the use or misuse of the Cards, negligence, misconduct, or breach of this Agreement on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

### 17. Other Charges

- 17.1 Any cheque used to make payment on your Card Account and returns to us for any reason will result in a returned cheque fee charged to your Card Account.
- 17.2 A fee will be charged to your Card Account whenever we furnish you with a new Card to replace one which you lost or destroyed. This fee will not be charged for Cards which we reissue on a periodic basis to replace those Cards which expire.
- 17.3 We will charge your Card Account a fee for each copy of a sales, Cash Advance or transaction slip we furnish to you in response to your request.
- 17.4 We will charge your Card Account a fee for each duplicate copy of your monthly statement we furnish to you in response to your request.
- 17.5 Other fees and charges may apply, however the Cardholder will be duly informed before such fees and charges are applied.

### 18. General

- 18.1 If we know of, suspect or wish to prevent misuse of the Card or any Supplementary Card (which could include fraudulent or illegal activity or use of the Cards other than in accordance with the Terms of Agreement) we may, without telling you first: (i) refuse to approve a transaction; (ii) cancel or suspend your right or an additional Cardholder's right to use the Card or any Supplementary Card for any or all purposes; or (iii) refuse to replace any Card. This Agreement will continue even if we do any of these things and we will not be responsible or incur liability for any loss or damage you or a Supplementary Cardholder may suffer as a result.
  - 18.2 We will not be liable to you for failures caused by any machine failing to work and industrial disputes or other events that we cannot reasonably control.
  - 18.3 You must tell us as soon as possible if you change your address or you or any Supplementary Cardholder change your name.
  - 18.4 We may transfer to any other person any or all of our rights and duties under this Agreement at any time (including, without limitation, our duty to provide credit to you). We may do this without telling you. Your rights under this Agreement and your legal rights will not be affected.
  - 18.5 Your rights under this Agreement cannot be transferred by you, by operation of law or otherwise, but your obligations shall be binding upon your estate or personal representatives.
  - 18.6 There may be other taxes and costs, which are not paid through us or charged by us, that you have to pay in connection with this Agreement.
  - 18.7 This Agreement, and all our dealings with you, are governed by Bahrain law and subject to the exclusive jurisdiction of the Bahrain courts. Notwithstanding the provisions of this clause 18.7, you and we recognize and agree that the principle of the payment of interest/usury is repugnant to Shar'i'a and accordingly to the extent that Bahrain law would but for the provision of this clause, impose whether by contract or statute an obligation to pay interest/usury or a sum in the nature of interest/usury, you and we hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover from the other interest/usury or sum in the nature of interest/usury.
  - 18.8 In the event of any discrepancy in the Arabic and English text of these Terms the Arabic text will prevail.
- ### 19. Contact Us
- 19.1 You can contact us for advice or with queries by calling us on +973 7777 7777, writing to us at the address below or visiting any KFH-Bahrain branches. If your Card, Card details or PIN are lost or stolen, call us on +973 7777 7777 Fax +973 7700 0600 or write to us at:  
Kuwait Finance House (Bahrain) B.S.C. (c)  
Att: Card Department, P.O. Box 2066, Manama, Kingdom of Bahrain
  - 19.2 If you have any question relating to your Account including any difficulty with your payments, call Customer Service 7777 7777. If we ask, you must write to us within seven days to confirm your call.
  - 19.3 If you would like to file a formal complaint regarding our products or services please contact us by any of the methods: Email: complaints@kfh.com.bh, Or write to us at: The Complaints Officer, Kuwait Finance House-Bahrain, West Tower, Bahrain World Trade Center, PO Box 2066, Kingdom of Bahrain.

## Retail Internet Banking Terms & Conditions

### Terms And Conditions of use of Kuwait Finance House Bahrain's website & internet banking services for RETAIL customers

#### Acknowledgement and acceptance of Terms

Kuwait Finance House (Bahrain) B.S.C. (the "Bank") owns and maintains this website (the "Website") through which the Bank may provide information on different products and services (the "Services"). By using the Website to access any of the Bank's Services (including, but not limited to, the Bank's e-banking or text message service (the "E-Banking Facility")) You (which includes your authorized representatives, officers and signatories) acknowledge and agree that you have read and understood and agree to be, without limitation or qualification, legally bound by the following terms and conditions (the "Terms"). The Terms are not intended to replace any terms and conditions associated with the Services but are supplemental terms and conditions associated with the Services.

The contents of the Website, including the Terms, are subject to change by the Bank and the Bank shall not be obliged to remove any outdated information from the Website or to expressly mark it as being outdated. You agree that your continued access to, or use of, the Website following any changes is made on the basis that you agree to such changes.

If the Terms are not acceptable to you then please exit the Website.

#### Use of Website

The Website, including any information therein, and the Services are not directed to, or intended for distribution or use by, any person or entity who is a citizen or resident of, or located or incorporated in, any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject the Bank to any additional registration, authorization or licensing requirement within such jurisdiction.

Nothing stated on the Website is to constitute an offer under any applicable legislation of any Service provided by the Bank or an inducement, solicitation or invitation to enter into a legally binding contract in connection therewith. The Bank's opinions or statements on the Website are not intended to constitute or be taken as financial, investment or professional advice or be deemed to constitute the offer or provision of financial, investment or other professional advice in any way. Any investment decision should be taken with the assistance of a qualified expert in such matters.

In order to maintain the security of the Bank's systems, protect You and detect fraud and other crimes, the Bank reserves the right to monitor all internet communications, including web and email traffic, into and out of the Website. Monitoring includes checks for, but not limited to, viruses and other malignant code or criminal activity. You agree not to upload any harmful material, to the Website and that You will take all steps possible to prevent a third party from accessing our Website using your log-in and access details.

#### Online Access to the Bank's E-Banking Facility

To access the E-Banking Facility You are required to nominate an authorized person or persons ("Authorised Person") to register with the Bank for the E-Banking Facility by completing and delivering the Corporate E-Banking Application Form to a branch of the Bank. Your Authorized Person will be provided with your log-in details and be asked to create a secret password personal to You. You are responsible for ensuring that the information provided to the Bank including, without limitation, details of your Authorised Person is kept confidential, accurate and fully up to date. The Bank reserves the right to suspend your access to the E-Banking Facility in the event that the details provided by You become out of date in which event You should contact the Bank immediately.

Once You have registered, your Authorized Person will be able to give the Bank instructions and access information on your accounts electronically using E-Banking Facility for any account You have with the Bank.

Once You have registered, the Bank can also provide text message services, involving the Bank sending texts with information about current accounts covered by the Terms. The texts are intended to provide occasional updates on accounts, and do not replace the need for You to check your statements regularly. The specific features of any account or service depend on the type You choose. You may not be eligible for all of the Bank's accounts or services or all the features they have.

You are obliged to notify the Bank immediately if You or your Authorised Person know or have reason to suspect unauthorized access to the Website. The Bank shall not be responsible for any loss, cost or damage that You may sustain due to the failure or delay in notifying the Bank of any unauthorised access to the Website. Instructions requesting cancellation or amendment of your Authorized Person must be transmitted to the Bank by the completion of another Corporate E-Banking Application Form. In the event that You request the Bank to cancel authorization for or change any Authorised Person, the Bank will make all reasonable efforts to comply with your request. However, the Bank is not liable for any failure to cancel or make the changes if such a request is not received at a time or under circumstances that give the Bank a reasonable opportunity to act on your request.

## Binding Transactions

You undertake that your Authorised Person will have all the requisite authority to access and use the Website acting as your authorized agent and you irrevocably and unconditionally accept as binding any transaction and/or instruction made or given by the Authorised Person while using the E-Banking Facility. The Bank's records of any transaction or instructions processed while using the E-Banking Facility shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.

You and your Authorized Person must take all reasonable precautions to prevent the theft, disclosure or unauthorised use of the Personal Identification Number (the "PIN") or any other information provided by the Bank to You which allows You to access the Website. You will be liable for the usage of the PIN, user identification and/or passwords and any other authentication methods/devices used to access the Service by authorized personnel, unauthorized personnel or any other third party. You must inform the Bank immediately by either telephoning the Bank's Call Center +973-7777-7777 (or such other number as may be published from time to time) or by informing the counter staff at one of the Bank's branches if You become aware of any unauthorised access to your account or of the loss or theft of a record of any of your PIN or if you suspect that any of your PIN has become known to someone else.

The Bank can reasonably rely on the authenticity of transactions conducted by your Authorized Person on your behalf when accessing the E-Banking Facility by use of the security procedures. If the Bank has reason to doubt the genuineness of any instruction or transaction or if such instruction or transaction would violate any limits imposed by the Bank or any regulatory authority, the Bank may, in its sole discretion, choose not to process the instruction and/or transaction initiated through the Service.

The Bank owns all information stored and transmitted through the E-Banking Facility and shall have the right to review, monitor, and change or delete such information for security or administrative or any other purpose. You acknowledge that the Bank will not provide You with any type of hardware and/or software for enabling the usage of the E-Banking Facility.

The Bank may at its discretion include additional banking products or services in connection with the E-Banking Facility or discontinue some of the banking products and services provided in connection with the E-Banking Facility, restrict the usage of the PIN, user identification and/or passwords and/or any other authentication methods/devices and restrict or terminate your use of the E-Banking Facility.

You acknowledge that access to some of the banking products or services available through the E-Banking Facility may require additional processing within the Bank which may take time because of differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited or credited.

#### Text Message Services

If You register for this service, the Bank will send information about your current accounts to a mobile phone nominated by You provided such mobile phone is registered on a Bahrain network. The Bank may only allow you to register one mobile number with the Bank at any time.

The Bank will not send texts on weekends or other national holidays. The Bank will only send You each text once. If You delete a text, the Bank cannot send it again. You can end a text service for any particular account at any time. You can also ask the Bank to suspend a text service at any time (for example, if you go abroad). To do so, You must suspend the service for all your accounts.

You are responsible for making sure no one has access to confidential information shown on (or stored in) your nominated mobile phone and for informing the Bank immediately if your nominated mobile phone is lost or stolen, or if You change your nominated mobile phone number. Otherwise the Bank will continue to send text messages to your nominated mobile phone and the Bank will not be liable if your account information becomes known to someone else as a result.

#### Telecom Vendors Bill Payment, Electronic Recharge and Prepaid Service

You can register for any of the above services for any of your current accounts. You can carry out the transaction online, or through a mobile communication device such as a mobile phone. Where the transaction is conducted through a mobile phone or the like, the Bank will then send You a 'debit text' to inform You how much has been deducted from your account to pay for any of the above mentioned services; or an 'insufficient funds text' to inform You if You do not have enough available funds for the required service.

The Bank will not be responsible for the services purchased or provided from a third party through the Website, and any issues or problems associated with such third party services will have to be addressed through the said third party.

## Balance advice service

You can register for the Bank's balance advice service for any of your current accounts. The Bank will then send text messages to your nominated mobile phone showing the account balance and up to the last six transactions on the account. The Bank will send you texts once a week on the day of your choice.

#### Exclusion of liability

Whilst the Bank has taken all reasonable steps to ensure the accuracy and completeness of the content of the Website, to the fullest extent permitted under the applicable law the Bank excludes any warranties, undertakings or representations (either express or implied) that the Website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the Website or any part of the content or materials are appropriate or available for use either in the Kingdom of Bahrain or in other jurisdictions.

The Bank shall not be liable (including, without limitation, in contract, tort, statutory or otherwise) to the maximum extent permitted by applicable law for any losses, damages or expenses (including legal costs) whatsoever suffered by You or any third party arising out of the use of the E-Banking Facility or access to the Website (whether authorized or not) which includes without limitation any errors or omissions contained in the Website or if the Website is unavailable, even if the Bank has been informed of the possibility of such damage. In particular, the Bank shall not be liable for any economic loss (including without limitation loss of revenues, data, profits, contracts, opportunity, business or anticipated savings), loss of goodwill or reputation or special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of the Website.

Access to the Website and use of the E-Banking Facility is entirely at the your own risk and the Bank does not warrant that the use of the Website or any material downloaded from it will not cause damage to any property, or otherwise minimize or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, Trojans and worms. You shall be fully and solely responsible for the adequate protection and back up of data and/or equipment and to undertake reasonable and appropriate precautions to scan for computer viruses or other destructive properties. The Bank accepts no liability in respect of losses or damages arising out of changes made to the content of the Website by unauthorised third party.

The provision by the Bank of a link to another website does not constitute any authorization by the Bank for You to access material held at that website, nor is it evidence of any endorsement by the Bank of the material held there. The Bank accepts no responsibility or liability in relation to your access and use of such websites, as these are beyond the Bank's control. The Bank will accept no responsibility or liability in respect of any materials on any website which is not under the Bank's control.

#### Data Protection and Security

You agree that the Bank may hold and process by computer or otherwise any personal or Company information provided by You, and You further agree that personal and Company information may be used by the Bank in providing or improving the E-Banking Facility or to respond to your queries. The Bank shall not be liable for any loss, cost or damage sustained by You due to the provision of incorrect or inaccurate information by You or your Authorised Person.

The Bank may not disclose personal or company information except: to the Bank's agents, insurers and sub-contractors who have agreed to keep your personal information strictly confidential; to credit reference agencies; to linked suppliers to the extent that they need your personal information to provide their services to You and/or for the purposes set out above; for debt tracing or fraud prevention; to any person to whom the Bank assigns or transfers its rights and/or obligations; and if required or compelled to do so by law, or requested to do so by the police or any other administrative or regulatory authority.

Although the Bank takes reasonable care to ensure the security of the E-Banking Facility and the confidentiality of the data stored and used on the Website, the Bank cannot guarantee the privacy or confidentiality of any information relating to You passing over the internet.

The Bank may store some information on your own hard disk (a "cookie"). This helps the Bank to match the Service to your preferences. You can choose to accept or delete cookies. Deleting them may mean the Service does not work properly.

For further details on the use of and protection of personal data and the Bank's privacy policy please refer to the Bank's Privacy Policy which can be found on the Website.

#### Geographical Area

The information on the Website has been prepared in accordance with the laws of the Kingdom of Bahrain and is directed at or provided for residents of the Kingdom of Bahrain and for the supply of products or services in the Kingdom of Bahrain.

#### Regulatory Information

The Bank is licensed as an Islamic retail bank and regulated by the Central Bank of Bahrain. Details of the Bank's license can be found on the following website [www.cbb.gov.bh](http://www.cbb.gov.bh).

The information provided on the Website is provided for your information and general interest only. Any forward looking statements made on the Website and the actual results may vary materially from the forward looking statements as a result of a number of factors which include but are not limited to the general economic conditions in the Kingdom of Bahrain and in other countries in which the Bank has significant business activities or investments. To that end the Bank disclaims all liability express or implied for any representations or warranties that this Website or its content is accurate, free from errors, complete, up to date or that the Services are available through the Website are suitable for You. The Bank shall not be liable for any loss or damage howsoever caused arising as a result of use of, or reliance on, any information, whether provided by the Bank or third party (including anything linked to the Website), whether authorized or not, to the maximum extent permitted by applicable law.

Nothing on the Site should be construed as an advertisement or solicitation for any products or services or their use which is not authorised by the applicable laws and regulations of your place of citizenship, domicile, incorporation or residence.

#### Currency

All figures displayed on the Website (including but not limited to, data in financial reports fees, charges, transaction limits and profits) and any other amounts are in Bahraini Dinars (unless otherwise stated) and are current at the time of placing the Website, but may change at any time. Currency fluctuations from time to time may also affect the figures displayed on the Website.

#### Copyright

The Bank owns, or is licensed to win all intellectual property on the Website and all rights are reserved.

You may only print, copy, download or temporarily store extracts from the Website for your personal information when You access the Website and use the E-Banking Facility to operate the account. Any use of the Website otherwise than in accordance with the Terms is not permitted.

Nothing contained on the Website should be construed as granting any license or right of use of any trademark displayed on the Website without the express written consent of the Bank.

#### Trade Marks

The Website contains numerous trademarks belonging to the Bank. These trademarks include, but are not limited to, the Kuwait Finance House (Bahrain) B.S.C. name and the Bank logo. If You are in doubt as to whether an item is a trade mark of the Bank, please contact the Bank for clarification at the registered office address written consent of the Bank.

#### Indemnity

You hereby agree to indemnify and to keep the Bank fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by the Bank arising from or which is directly or indirectly related to your access to and/or use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access the Website using your log-in information.

#### Other Policies

You agree to be bound by such other policies as may be promulgated or amended from time to time, which will be published on the following website: [www.kfh.bh](http://www.kfh.bh).

#### Miscellaneous

No failure or delay on the part of the Bank to exercise any power, right or remedy under the Terms shall operate as waiver, nor shall any single or partial exercise by the Bank of any power, right or remedy preclude any other of further exercise thereof or the exercise of any other power, right or remedy.

If, at any time, any provision of the Terms is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not in any way be affected or impaired.

#### Governing Law

The Terms and the Privacy Policy are governed and construed in accordance with the laws of the Kingdom of Bahrain to the extent they are not in contradiction with the principals of Islamic Shari'a.

#### Termination

The Terms and your access to the Website may be terminated at any time by the Bank with or without cause and with or without notice. All restrictions, disclaimers and limitations of liability by the Bank will survive termination.

#### Registered Details

The Bank is registered under the laws of the Kingdom of Bahrain with commercial registration number 48128 and with its head offices at PO Box 2066, Manama, Kingdom of Bahrain.