



## First: Terms and Conditions

The following terms and conditions and all terms and conditions relating to every specific type of accounts contained in the relevant paragraph, and other terms and conditions laid down in respect of any other services:

1. The account shall be managed by the customer or his legal representative. Termination of the capacity of the person who manages the account shall not be deemed effective against the Bank unless the Bank receives written advice to that effect.
2. The Customer acknowledges that he is the beneficiary of the account opened in his name, and the co-holders of the joint account acknowledge that they are the beneficiaries thereof. With regard to the account opened on behalf of third parties, the account opener acknowledges that the beneficiary thereof is the person whose name is mentioned in the account opening application form, and his representation on behalf of the beneficiary is valid and true.
3. The Customer specimen signature at the Bank shall be considered in all the Customer transactions for his accounts, opened at present or to be opened in future at the Bank, including his sub-accounts and additional accounts, and any other account that may be opened, at any time, through Internet Banking Service, unless the Bank receives from the Customer, before the opening of any such account, different written instructions acceptable to the Bank in accordance with the applicable rules at the Bank. The Customer acknowledges that any sub-account or additional account opened at any time, including any account opened through Internet Banking Service, shall be subject to the present terms and conditions that govern the accounts and any amendments effected thereto in the future.
4. The Customer address set forth in this application shall be the selected place of domicile of the Customer for any correspondences or notices addressed to him by the Bank, unless the Bank receives a written notice from the Customer of the change of the address. All the correspondences and notices that may be served to the address of the Customer mentioned herein, shall be valid and effective unless the Bank is provided in writing with the new address.
5. The Bank books and records shall be conclusive evidence on the Customer in his dealings with the Bank. The Customer is not entitled to challenge the correctness of such books and records in any manner whatsoever unless otherwise evidenced by the Customer.
6. The Bank shall provide the Customer, a free of charge, monthly statement of account in paper form, upon the Customer's visit to any of the Bank's branches requesting a statement of account. Applicable charges, however, will be added for any additional statement of accounts requested by the Customer following his/her receipt of the free statement of account. The Bank shall not send to the Customer a statement of account by regular or registered mail unless the Customer requests so in writing or by telebanking services and provides the Bank with an accurate address which shall be interpreted as a consent given to the Bank to deduct the applicable fees for this service from the Customer's account. If the Customer does not request statements of accounts by the available means, this shall be considered as a waiver from the Customer of his/her right to receive the statement of account. In all events, the entries in the statement of account shall be deemed correct and approved by the Customer, unless the Bank receives from the Customer written objection on such details within fifteen days as of the end of each month.
7. All accounts are subject to the approved & applied Bank tariff list. The Bank is entitled to change, cancel, add, and/or amend any item in its tariff list which will be in effect immediately after its circulation in the Bank branches or its publication on the website.
8. The Bank shall be entitled to automatically debit or seize the Customer's bank account in order to collect all due expenses and commissions pursuant to the tariff of fees and commissions applied by the Bank, as well as any amounts that could have been erroneously credited to the account, and any amounts withdrawn by the Customer exceeding the account credit balance amount. The Customer hereby acknowledges that the amounts resulting from the aforesaid cases shall be deemed as immediately payable debts and he/she agrees to repay the same upon the Bank's first demand. The Customer also irrevocably and unconditionally authorizes the Bank, without the prior consent of the Customer, to debit and collect the said amounts from any credit account held by the Customer with the Bank.
9. The Bank has the full authority to automatically deduct from the Customer's account any amounts that may be transferred to his/her account from any ministry or governmental entity if this ministry or entity gives instructions to the Bank to recover the amounts that have been previously transferred to the account of the Customer.
10. All the Customer's accounts with the Bank, at present or in future, shall be deemed as securities to each other, regardless of their nature or designations or numbers as the Bank may change the numbers of the accounts and the sub-accounts derived from the main account according to the operational policy of the Bank without having any impact on the obligations of the Customer. The Bank may conduct offsets transactions among the Customer's account in order to settle the liabilities of the Customer to the Bank.
11. The Customer hereby fully acknowledges and agrees that the Bank may, at any time and subject to its discretion, seize any amount recorded in the credit balance of any account held by the Customer in order to use the seized amount in fulfilling any obligations that have become due or close to becoming due upon the Customer which may arise out of any facilities or credit card granted to the Customer or arising out of any permanent or temporary instructions issued by the Customer to the Bank.
12. The Customer hereby gives the Bank an irrevocable and unconditional authorization to exchange information on him and his accounts with other banks and entities that are participated in the data and information collection system established under law No. 9 of 2019 regarding Organization of Circulation of Credit Information. The Customer also authorizes the Bank to obtain from the Public Authority for Civil Information (PACI) all details on his place of residence and place of work and any changes that may be affected thereto. Further, the Customer authorizes the Bank to provide PACI and other concerned entities with this authorization, without any liability upon the Bank, PACI, or other entities referred to.
13. The Customer acknowledges that he shall be fully responsible and entirely aware of the consequences arising out of all deposit transactions that may be recorded in his account by any person or entity. Unless he rejects these transactions within five days from the date of receipt of a statement of account showing transactions or from the date of his knowledge of the depositing.
14. If the account is overdrawn for any reason, the Bank shall be entitled to claim the Customer for immediate settlement of the debit balance.
15. It is agreed that the account shall be deemed dormant if no debit or credit transaction is carried out by the Customer or his legal representative for a period of 12 months, or any period subsequently determined by the Bank. In this case, the Bank shall be entitled, without prejudicing the right of the Bank to cash the cheques drawn on this dormant account, to stop issuing the statements of account and to close the account according to the respective applicable policy of the Bank.
16. The Bank may set aside the amounts transferred to the Customer's account if it involves suspicions of money laundering transactions according to the Bank's discretion and without assuming any liability.
17. If the Public Prosecution and/or any court and/or any other competent authority issue decision(s) of freezing or blocking the account, all the transactions on the account shall be immediately suspended and the Customer shall not have any right to pursue or to obtain any information pertaining to the frozen account unless he provides the Bank with an affidavit proving that the authority which issued the freezing decision has permitted him to conduct the required procedure without any liability upon the Bank.
18. The Customer authorizes the Bank to collect the number of commercial papers and other banking transactions and to record the same in his account in accordance with the applicable rules at the Bank.
19. The Bank shall be entitled to close any account at any time without requiring to provide any reasons. The Customer shall, immediately after being notified of the same, return to the Bank saving passbook, checkbooks, credit cards, ATM cards, etc., which are deemed to have been cancelled, and the Customer shall also be responsible to settle any debit balance recorded in his account.
20. Foreign currency accounts shall be treated as transfer accounts where withdrawal and deposit transactions are proceeded by transfers and the Bank shall have the right to accept or reject any cash deposits or withdrawals without requiring to provide any reasons, however, the Bank may deem that it is necessary to accept cash withdrawal and deposit provided that it shall subject to the application of Tasaruf according to the daily exchange rate of the currencies whether the withdrawal or deposit is conducted in the currency of the account or different currency. As for cases of withdrawals and deposits in the same currency of the account by transfers, the Bank will deposit/ transfer the same amount without applying Tasaruf. The amount of the collected cheque will be deposited as is if the collected amount is in the currency of the account otherwise, the collected amount will be deposited at Tasaruf's rates after deducting the expenses if exist, and the applicable fees.
21. Unless otherwise stipulated, the main currency of the accounts is the Kuwaiti Dinar. The Bank may add accounts in Arab or foreign currencies or suspend transactions in a currency that is dealt by under any account after announcing this suspension at the branches of the Bank for the then-existing accounts.
22. The Bank may amend these terms and conditions as well as the special terms and conditions applicable to any kind of accounts, which may include, amending the minimum balance for opening investment accounts or the minimum limit that is required to be retained in investment accounts or amending the terms and conditions pertaining to the use of ATM cards. The amendments may be made at any time at the sole discretion of the Bank and subject to the announcement of the same at the Bank's branches or its website and they shall become effective as of the date of their application.

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23. The Bank may accept online applications for opening accounts and other applications determined by the Bank, provided that the Customer shall be a subscriber in the online banking service, has previously attended to the Bank of at least one time to apply for opening an account, and has signed these terms and conditions whether in person or through authenticated signature according to the Law No. 20 of the year 2014 regarding Electronic Transactions. If the Bank accepts online applications for opening an account, the Customer acknowledges that he shall be bound by all the terms and conditions stipulated in the statements and undertakings pertaining to online applications in addition to these terms and conditions which have been previously signed by the Customer at his first attendance to the Bank.
24. Salary account, non-investment saving account and laborer account offered by the Bank shall be subject to the same provisions of current account where credit balance is considered as Qard-el-Hasan Loan (zero-interest loan) from the Customer to the Bank and thus; and thus they shall not receive any profits nor charged losses, and the Bank shall pay the entire credit balance upon demand. It is also understood that the account of any nature whatsoever may be seized under a court order or pursuant to the procedures of the Bank to collect its rights.
25. The general conditions, all accounts, and the respective disputes that may arise out of the same shall be governed and construed in accordance with the laws of the State of Kuwait without prejudicing the provisions of Islamic Shariah. The Kuwaiti Courts shall have jurisdiction to decide all the respective disputes.
26. If the Customer is minor and reaches the legal maturity age without updating the information of his account with the Bank, the account will be temporarily suspended until the Customer visits the branch in order to update the account and get his signature certified for managing the account.
27. The Bank may require the Customer to provide all the supporting documents for credit and debit transactions recorded in the account in a manner demonstrating their sources and channels of disbursement. The Customer shall co-operate in providing any documents and/or affidavit that may be required and he agrees to hold the full liability for the correctness and accuracy of the same.
28. The Customer is committed to updating the "Know Your Customer Form" if any information about the sources of income is changed or the validity of the form is expired and he shall also periodically update the form at all times in order to be consistent with the account movement, sources of income, and the purpose of the account.
29. The Bank shall hold all the information provided by the Customer in strict confidence and not disclose the same unless such disclosure is required by judicial authorities and/or the competent regulatory authorities. The Bank may also disclose the information, at its sole discretion, to the specialized agencies and the relevant service providers for the purpose of developing and improving the service, provided that they shall be legally bound to maintain the confidentiality of the information under their agreements with the Bank.
30. The Bank may disclose the information pertaining to the Customer and his accounts to the Bank's affiliates, subsidiaries and Mother Company if the Bank deems that such disclosure is necessary required for maintaining its interests or the disclosure is mandatory under the law.
31. The Customer hereby acknowledges that the disclosed information along with the sources of income of salary or additional income is true and he is fully aware that any amounts outside the scope of the disclosure will be subject to strict observation.
32. The Customer or the person (s) authorized to manage the account, hereby acknowledges and undertakes to submit all required identification documents and any updates thereon, and the Bank has the right to change the account status to (suspended) and stop dealing if these documents have expired without providing the updated versions of the documents.
33. The name of the winning customer in any draw or promotional campaign organized by Kuwait Finance House will be announced and published in the lists of winners through various print, audio, video and electronic media.
34. The accrued profits shall be credited to the client's account at the end of the quarter of the fiscal year immediately following the maturity date of the investment deposit.

## Secondly: General Provisions

### A- Details of the Customer:

1. The Customer shall provide the Bank with all details and the identification documents related to the account and the Customer shall immediately update the Bank of any amendments or change in the details provided to the Bank within ten (10) days following such change;
2. The account shall be managed by the customer, his legal representative or his agent. Termination of the capacity of the person who manages the account shall not be deemed effective against the Bank unless the Bank receives a written advice to that effect.

### B- Withdrawal and Transfer from Account:

1. The signature of the Customer on the withdrawal or the transfer advice shall be identical to his specimen signature with the Bank and in the event of withdrawal by electronic means, the terms and conditions of electronic transactions shall apply;
2. Foreign currency accounts are accounts of special nature and they shall be treated as transfer accounts where withdrawal and deposit transactions are proceeded by transfers according to the exchange rate applicable with the Bank and the Bank shall have the right to accept or reject any cash deposits or withdrawals without requiring to provide any reasons, however, the Bank may deem that is necessary to accept cash withdrawal and deposit provided that it shall subject to the application of Tasaruf according to the daily exchange rate of the currencies whether the withdrawal or deposit is conducted in the currency of the account or different currency. As for cases of withdrawals and deposits in the same currency of the account by transfers, the Bank will deposit/ transfer the same amount without applying Tasaruf. The amount of the collected cheque will be deposited as is if the collected amount is in the currency of the account otherwise, the collected amount will be deposited at Tasaruf's rates after deducting the expenses, if exist, and the applicable fees.
3. All withdrawal transactions shall be made by the cheques certified with the Bank and delivered to the Customer or by any other payment instruments fulfilling the legal requirements and acceptable to the Bank. The withdrawal may also be made by ATM Card or Credit Card or by any other means approved by the Bank subject to special terms and conditions of such means.

### C- Depositing in the Account:

1. Depositing of cash, cheques and all commercial papers in the account shall be made by visiting the Bank, any of its branches or the Bank's ATM or any other means notified by the Bank to the Customer;
2. In the event of non-cash deposit, the Bank will be considered as an agent acting on behalf of the Customer in the collection process without assuming any liability and accordingly, the Bank shall be discharged of any liability arising out of non-collection and the respective record in the account shall not be deemed final unless the amount is actually collected. If the amount has not been actually collected, the Bank has the full authority to debit the account with adverse records in order to show the actual balance in the account;
3. The Customer acknowledges that he shall be fully responsible for and is entirely aware of the consequences arising out of all deposit transactions that may be recorded in his account by any person or entity unless he rejects these transactions within five days from the date of the statement of account showing such transactions or his knowledge of the depositing by any other means.
4. The Customer authorizes the Bank to collect the number of commercial papers and other banking transactions and to record the same in his account.

### D- Independence of Accounts:

All the accounts of the Customer with the Bank are independent of each other, however, the Bank has the full right to treat all the Customer's accounts as a single account and to take the enforcement procedures against any balance in order to collect any debts upon the Customer to the Bank. The Bank may also at its sole discretion conduct any offset among the accounts of the Customer with the Bank and treat the same as an indivisible single account.

## Thirdly: Terms and Conditions Applicable to Current Accounts and their Equivalents

1. The account shall not be considered as a current account unless it fulfills the respective legal requirements. If the account is a current account, The credit balance in the account is deemed to be a Qardh Hasan loan, from the Customer to the Bank, payable upon the Customer demand. No profits are payable to this account nor are losses charged thereto. The Bank may invest the balances of these accounts or any portion thereof to the benefit of the Bank shareholders.
2. All withdrawal transactions shall be made by the cheques certified with the Bank and delivered to the Customer or by any other payment instruments fulfilling the legal requirements and acceptable to the Bank. The withdrawal may also be made by ATM Card or Credit Card subject to their terms and conditions or by any other means notified by the Bank to the Customer.

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- The Customer undertakes to maintain the cheques books and to notify the Bank in the event of the loss of the same or any of the cheques. It is also understood that the Customer shall be solely liable for all direct and indirect damages arising out of the existence of the cheques book or any cheque of the same in the possession of any of the Customer's subordinates or any third party, without any liability upon the Bank.
- The Bank may decline payment of cheques drawn on the Bank against cheques under collection, unless these latter cheques have already been collected and the amount thereof actually credited to the Customer account with the Bank.
- Withdrawal from the current account shall always be within the credit balance. The Customer shall be personally liable for the withdrawal of any amounts exceeding the credit balance in the account and shall repay to the Bank, upon first demand, the full debt balance.
- The Customer irrevocably accepts to abide by the instructions of the Central Bank of Kuwait with respect to closure of all his cheques accounts and inserting his name in the list of customers whose accounts are closed due to the return of the cheques drawn by them or by any person they authorize because of insufficiency of the balance if three cheques within a maximum period of one (1) year are returned due to the insufficiency of the balance or for any other reasons according to the Central Bank of Kuwait's current instructions or any instructions that may be issued in the future and he also accepts in advance any other respective procedures that may be taken by the Bank. It is also understood that the Bank may at its sole discretion open an account in the name of the Customer instead of the closed account and debit the new account with all banking facilities that are previously granted to the Customer on the closed account if any. The Customer accepts all the legal liabilities that may arise out of issuing such cheques and waives any right to file any claim against the Bank due to the closure of the account, inserting his name in the said list or any of the other procedures which the Bank may take in this regard.
- Withdrawal by cheques is allowed from current accounts only or those accounts which are similar to the current accounts in terms of the nature of the contractual relationship with the Customer subject to the discretion of the Bank.
- The Customer authorizes the Bank to debit his account with any sum he may have obtained from the Bank in the form of banking facilities of whatsoever kind, and the Customer authorizes the Bank to transfer the same to the cash margin account against the banking facilities, as security for repayment of the Customer liabilities in favor of the Bank, along with any other expenses; provided such sums shall be retained by the Bank until all obligations on the Customer toward the Bank shall be discharged. If the Customer fails to discharge these obligations upon first demand by the Bank, the Customer authorizes the Bank to offset these obligations against cash retained sums in the cash margin account against banking facilities, without reference to the Customer, and without the need to serve any notice or initiate advance actions. This authorization by the Customer is final and irrevocable unless with the Bank's written consent.
- It is understood that the payments recorded in any account, including the current account, shall not undermine the claims and lawsuits entitled to the parties with respect to the contracts and transactions under which such payments are made.
- In the event where the Customer is a debtor, he shall not be entitled to dispose of the credit balance in the current account during the currency of the account and any seizure that may be placed on any of his accounts with the Bank shall only be enforceable to the final balance appeared in his favor on the closure of the account pursuant to article (398) of the Commercial Law. If any interim or executive seizure is placed upon the Customer, the Bank has the full right to deduct the installments of the financing from any accounts held by the Customer with the Bank even before the maturity date of such installments.

## Fourthly: Terms and Conditions Applicable to Unrestricted Mudaraba-Based Investment Accounts

- With regard to investment accounts where the Bank invests Customers' funds according to the terms and conditions of each account, the account opening application form signed by the Customer is the unrestricted Mudaraba contract with the Bank, where the Bank is the working partner (Mudareb) and the Customer is the capital owner (Rab-ul-maal).
- The balance allocated for investment in investment accounts is the Customer capital under the Mudaraba Contract with the Bank, whereby the Customer authorizes the Bank by virtue of such contract to invest the entire account balance or part thereof in investment deals, as deemed appropriate by the Bank for the benefit of both parties (the Bank and the Customer). The Bank has entitled to receive a portion of the net realized profit, being its share as a working partner (Mudareb). In case a loss is incurred in the investments, the Customer shall bear his share of the loss in proportion to his invested capital in the Mudaraba transactions.
- Participation in investment by cash deposits or cheques in foreign currency shall take effect after one business day from the date of deposit or the collection of the cheque, and for foreign currency transfers, it shall take effect after one business day from the date of recording the amount of transfer in the account.
- The Bank may retain a portion of the profits accrued to holders of these accounts to create the following reserves:
  - Profit rate reserve: to be retained before the Bank obtains its share as a Mudareb Partner.
  - Investment risk reserve: to be retained after the Bank obtains its share as a Mudareb Partner. The Customer herein discharges the Bank of any claim for the retained amounts in case of closure of his account with the Bank. The Bank shall be solely entitled to dispose of such amounts at its entire discretion.
- Investment of saving investment accounts based on unrestricted Mudaraba shall be 60% of the account balance while the other remaining portion of the balance shall be maintained by the bank as an un-invested amount to meet the liquidity requirements for the withdrawal request from Mudaraba savings accounts and the Customer shall not be entitled to any profits on the non-invested balance, Because it's considered Qardh Hasan.
- It is understood to the Customer that according to the rules of Mudaraba, any loss that may affect the investments shall be incurred by the Customer and the other capital owner (Arbab-ul-maal) participated in the transaction while the Bank as a working partner will incur no loss.

## Fifthly: Terms and Conditions Applicable to Unrestricted Mudaraba-Based Investment Saving Accounts

- The minimum limit for opening investment saving accounts, the basis for computing of the credit balance, and the ratio of invested funds for computing of the profit in these investment accounts, shall be as shown in the following table:

| Investment Saving Accounts Particulars |                           |  |   |
|--|---------------------------|--|---|
| Sl                                     | Investment Saving Account | Min. Bal. for Opening the Account                      | Basis for Calculation of the A/C Balance  |
| 1                                      | Al-Safa Annual A/C        | KD 500   | For the lowest credit balance during the month  |
| 2                                      | Al-Tharwa Quarterly A/C   | KD 500   | For the average monthly credit balance calculated on the daily balance during the month |
| 3                                      | Al-Safa Annual FC A/C     | US\$ 1000 or the equiv-alent in major foreign currency | For the lowest credit balance during the month  |

- The non-invested portion of the investment accounts shall be maintained by the Bank as un-invested to meet the liquidity requirements.
- The Bank shall collect 40% of the net profit realized from the investment saving account in consideration of its share as a Mudareb partner, excluding Al-Safa Annual Account of which the Bank shall collect 20% of the net profit realized therefrom in consideration of its share as a Mudareb partner.
- The Bank may deny or accept investment deposits in the investment saving accounts and place limits for amounts that can be deposited for investment in any of the investment accounts.
- Withdrawal from these accounts shall be made by using the forms dedicated for this purpose or by ATM cards.
- Cheques may not be issued on these accounts.
- Salary transfers are not allowed for these accounts and the credited salary will be rejected by the system and returned back to the source. The Bank may also decide, at its sole discretion, to close the account due to such customer's breach of terms and conditions.

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## Sixthly: Terms and Conditions Applicable to Unrestricted Investment Mudaraba Deposits

- The minimum limit for opening investment Mudaraba-based KD deposits, the basis for computing the account balance, and the ratio of invested funds for the purpose of computing profit in these deposits, shall be as shown in the following table:

| Investment Mudaraba-Based KD Deposits |  |   |  |                                     |
|---------------------------------------|--|---|--|-------------------------------------|
| SI                                    | Investment Mudaraba Deposit  | Min. Bal. for Open-ing the Investment Deposit | Ratio of In-vested Funds from the Principal Amount of the Investment Deposit | Mudareb Partner Share in the Profit |
| 1                                     | Basha'er Al-Dhoha One-Month Investment Deposit   | KD 10,000                                     | 60%  | 40%                                 |
| 2                                     | Basha'er Al-Dhoha Three-Month Investment Deposit (Trinal)  | KD 5,000                                      | 62%  | 40%                                 |
| 3                                     | Basha'er Al-Dhoha Six-Month Investment Deposit (Hexade)  | KD 3,000                                      | 65%  | 40%                                 |
| 4                                     | Basha'er Al-Yosre One-Year Investment Deposit (Annual)   | KD 1,000                                      | 70%  | 20%                                 |
| 5                                     | Basha'er Al-Yosre One-Year Investment Deposit (Al-Yosre+)  | KD 5,000                                      | 90%  | 20%                                 |
| 6                                     | Basha'er Al-Yosre One-Year Investment Deposit, with the Ad-vantage of Monthly Cash Payments on Account . | KD 10,000                                     | 70%  | 40%                                 |

- The minimum limit for opening investment Mudaraba-based foreign currency deposits, the basis for computing the account balance, and the ratio of invested funds for the purpose of computing profit in these deposits, shall be as shown in the following table:

| Investment Mudaraba-Based Foreign Currency Deposits |   |  |  |                                       |
|---|---|--|--|---------------------------------------|
| SI  | Investment Mudaraba Deposit             | Min. Bal. for Opening the Investment Deposit                                   | Ratio of Invested Funds from the Principal In-vestment Deposit | Bank Share in the Net Realized Profit |
| 1   | Three-Month Investment Deposit (Trinal) | US \$10,000 or the equivalent in major foreign currency determined by the Bank | 60% of the principal amount of the investment deposit          | 35%                                   |
| 2   | Six-Month Investment Deposit (Hexade)   |  | 65% of the principal amount of the investment deposit          | 30%                                   |
| 3   | Nine-Month Investment Deposit           |  | 70% of the principal amount of the investment deposit          | 25%                                   |
| 4   | One-Year Investment Deposit             |  | 80% of the principal amount of the investment deposit          | 20%                                   |

- The Customer may not withdraw his investment deposit before the agreed maturity date. If the Customer so desires, upon the Bank consent, the following rules shall apply for computing the profit:
  - KD Investment deposits: Rules for computing the profit for the KD investment saving account (Al-Safa Quarterly Account) shall apply.
  - Foreign currency investment deposit: Rules for computing the profit for the foreign currency investment account (Al-Safa Foreign Currency Annual Account) shall apply.
- The Bank shall act at its sole discretion to achieve the common interest, including without limitation, determining the aspects and approaches of investment.
- The investment deposit shall be automatically renewed for similar term/terms without notice, unless the Bank receives written instructions from the Customer of his intention not to renew of at least five business days before the maturity date. Notwithstanding the foregoing the Customer of Al-Yoursr(+) deposit is required to notify the Bank in writing of his intention not to renew it of at least one month before the maturity date agreed upon.
- Particulars of the deposit printed on the face of the receipt issued by the Bank shall be deemed correct unless the contrary is notified in writing to the Bank or the Customer within fifteen days from the date of the receipt.
- Crediting the amount of the investment deposit and the profit thereon to the Customer account shall discharge the Bank from any liability towards the Customer and accordingly, supersedes the receipt previously issued to the Customer in respect thereof.
- Withdrawing from the investment deposit account by cheque is not allowed, and no Credit or ATM card may be issued on the account. However, an investment deposit may be used as a security against any service offered by the Bank to the Customer subject to the procedures of blocking the deposit.
- If the investment deposit is offered as collateral for obtaining banking facilities, the pledge over the same in favor of the Bank shall remain valid even in the cases where the term of the deposit is renewed for a further term(s), or in the event where its number, currency or amount is changed.

## Sevently: Terms and Conditions Applicable to Wakala-Based Unrestricted Investment Accounts

### A. General Conditions:

- The Customer authorizes the Bank to act as it may be deemed appropriate to the Bank in order to achieve the common interests, including without limitation, determining the techniques and fields of investments and identifying the proper investment portfolio which may include the funds of third parties and the funds of the Bank.
- The Bank may mix funds belonging to these accounts and invest the same within its investments that are in compliance with such line of investment.
- The Customer authorizes the Bank to invest the entire balance of these accounts. The Bank may authorize a third party to implement all or part of the tasks entrusted to it.
- The Bank shall invest the funds of these accounts in investments where their expected return shall not be less than the expected return agreed with the Customer. The Bank shall receive excess amounts above the expected return in its favor, which shall be deemed as an incentive to the Bank, in addition to the wakala fees stipulated in the Bank certified tariff list.
- The Bank does not guarantee the principal amount nor the actual profits realized unless in cases of fraud or gross negligence.
- It is understood to the Customer that according to the rules of Wakala, any loss that may affect the investments shall be incurred by the Customer and the other principals participated in the transaction while the Bank as a Wakil will incur no loss.

### B. Special Conditions Applicable to Investment Saving Account Based on Unrestricted Wakala Investment (Al-Hassad Al-Islami):

- The account opening application signed by the Customer has deemed the wakala-based contract for investment with the Bank, where the Bank shall be deemed the investment agent (wakeel) and the Customer is the principal (Muwakil) delegates the Bank for the investment of his funds in accordance with the terms and conditions contained herein.
- The minimum amount for opening this type of account is KD 100/-. The Bank shall retain this amount upon opening the account and shall be deemed the initial investment amount. The Bank is entitled to adjust this limit at any time afterward subject to the announcement of the same its branches. The Bank is also entitled to set limits for the amounts acceptable for investment in this account.
- The Customer authorizes the Bank to invest the entire daily balance in this account. The Bank may entrust a third party for implementing all or part of the tasks entrusted to it.
- Depositing transactions in this account are deemed participation (Musharaka) in the investment transactions in proportion with the funds deposited by the Customer. Each withdrawal transaction is deemed a partial exit from the investment transactions.
- Net profit shall be distributed to this account at the end of the financial year of the Bank. Crediting the profits realized in the Customer's account is deemed a discharge to the Bank against the Customer.

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6. The Customer acknowledges that he is aware of the expected return agreed with him upon opening the account. The expected return of such an account shall be announced later at the beginning of each new financial year inside the Bank branches or by any other means. This announcement shall be deemed sufficient notification to the Customer on the expected return on his account, which will be valid for the new investment period.
7. The Customer is entitled to request the closure of his account upon the Bank's consent. In this case, the Customer shall be entitled to the expected return agreed with the Bank, if realized, and shall bear his share of any realized loss calculated on the basis of the average balance of funds invested for the period.
8. The customer hereby irrevocably and unconditionally agree to participate in any photoshoot sessions, press release and/or interview ("Promotional Content") that may be coordinated by the Bank if he is announced as one of the winners in the draws related to Al Hassad Accounts and he hereby gives free of charge and worldwide permission for the Bank to publicly use the Promotional Content for marketing purposes. It is understood that failure of the customer to observe its obligation under this clause may result in canceling and/or withdrawing the prize subject to the discretion of the Bank.
9. Salary transfers are not allowed for this accounts and the credited salary will be rejected by the system and returned back to the source. The Bank may also decide, at its sole discretion, to close the account due to such customer's breach of terms and conditions.

## C. Special conditions applicable to Investment saving account based on Unrestricted Wakala investment with monthly profit (Afaq):

1. The account opening application signed by the Customer has deemed the Wakala-based contract for investment with the Bank, where the Bank shall be deemed the investment wakeel and the Customer is the Muwakil who delegated the Bank to invest his funds in accordance with the terms and conditions contained herein.
2. The minimum limit for opening this type of account is KD 1,000/-. The Bank is entitled to adjust this limit at any time afterward, after the announcement of the same at the Bank branches. The Bank is also entitled to set up limits acceptable for investment in this account.
3. The Customer authorizes the Bank to invest the entire daily balance in this account. The Bank may entrust a third party for implementing all or part of the tasks entrusted to it.
4. Depositing transactions in this account are deemed participation (Musharaka) in the investment transactions in proportion with the funds deposited by the Customer. Each withdrawal transaction is deemed a partial exit from the investment transactions.
5. Net profit shall be distributed to this account on a monthly basis. Crediting the profits realized in the Customer's account is deemed a discharge to the Bank against the Customer.
6. The Customer acknowledges that he is aware of the expected return agreed with him upon opening the account and the expected return for each fiscal year will be announced later at the beginning of such year inside the branches of the Bank or by any other means. . This announcement shall be deemed sufficient notification to the Customer on the expected return on his account, which will be valid for the new investment period.
7. The Customer is entitled to request the closure of his account subject to the Bank's consent. In this case, the Customer shall not be entitled to the expected return as the period of investment is less than one month.
8. Salary transfers are not allowed for this accounts and the credited salary will be rejected by the system and returned back to the source. The Bank may also decide, at its sole discretion, to close the account due to such customer's breach of terms and conditions.

## D. Special Conditions Applicable to Unrestricted Wakala-Based Investment Deposits (Al-Khair Investment Deposit):

1. The Customer may not withdraw his investment deposit based on wakala investment contract before its maturity date agreed with the Bank. Should the Customer wish to withdraw his deposit before its maturity date agreed with the Bank, and the Bank so consents, the following rules for calculation of profit shall be applied:
  - a. Unrestricted Wakala-Based KD Investment Deposit shall be subject to the terms for calculation of profits on saving accounts on the basis of investment Wakala (Hassadi).
  - b. Unrestricted Wakala-Based Investment Deposits in foreign currency shall be subject to the rules for calculation of profits applied to investment saving account in foreign currency - Al-Safa Annual Account in foreign currency.
  - c. Unrestricted Wakala-Based Yearly KD Investment Deposits with monthly payments shall be subject to the term for calculation of profit on saving account on the basis of the unrestricted monthly Wakala Deposit.
  - d. Unrestricted Wakala-Based 2 year KD Investment Deposits with monthly payments shall be subject to the term for calculation of profit on the basis of the yearly Wakala FD if the withdrawal is done after completion of 12 months term, if withdrawal is done prior to completion of 12 months calculation is to be based on unrestricted monthly Wakala Deposit.
  - e. Unrestricted Wakala-Based 3 Year KD Investment Deposits with monthly payments shall be subject to the term for calculation of profit on the basis of the 2 years Wakala FD if the withdrawal is done after completion of 24 months term, if withdrawal is done prior to completion of 24 months calculation is to be based on unrestricted yearly Wakala Deposit and if withdrawal is done prior to completion of 12 months calculation is to be based on unrestricted monthly Wakala Deposit. The Customer shall be deemed to have waived in favor of the Bank the difference between the profit realized on his investment deposit and the profit distributed to him, and the Customer shall be charged with the loss incurred during the participation of his investment deposit from the date of its creation to date of its withdrawal before its maturity date.
2. The Bank is entitled to accept or deny the Customer application for withdrawal of his deposit invested as per unrestricted wakala-based before its maturity date agreed with the Bank.
3. The investment wakala deposit term shall be spontaneously extended for a similar term or terms according to the announced rates at the Bank at that date without notice or warning, whereby the invested amount can be reinvested with or without profits at the discretion of the Bank for the similar term(s) unless the Bank received written instructions from the Customer for non-renewal of the deposit of at least five business days before its maturity date.
4. If the investment deposit is offered as collateral for obtaining banking facilities, the pledge over the same shall remain valid even in the cases where the term of the deposit is renewed for a further term(s) or in the event where its number, currency, or amount is changed.





## Eighthly: Special Conditions Applicable to Investment Accounts which Include Cash Advance to the Customer on Account of the Profit

It is agreed with the Customer that the amount credited to his account in advance is deemed cash advance on account of the profit if any. In a case where profit is not realized, or the realized profit is less than the cash paid to him upfront, the Bank shall be entitled to make the necessary setoff and reconciliation between the cash paid to the Customer in advance and the actual outcome of the investment out of the principal invested amount.

## Ninthly: Terms and Conditions Applicable to Joint Accounts

The following terms and conditions apply to all joint accounts; be they current, investment saving, investment deposit or other accounts, in addition to the terms and conditions pertinent to each type of account as well as the general provisions listed under item (First) above:

1. The account shall be managed by the person or persons authorized to that effect upon its opening or thereafter.
2. Amounts deposited in the joint account, irrespective of the depositor, shall be equally owned by the account holders, unless otherwise agreed or evidenced.
3. The account holders shall be jointly and severally held liable for the settlement of any liabilities or claims to the Bank created on the account regardless of their reasons. The Bank may recover such liabilities from the credit balance of any other individual account in the name of any of the joint account holders. In addition, the share of such individual account holder shall be considered as a security for his indebtedness of the individual account or the other joint accounts in which he is involved. The Bank may make a setoff between the credit and debit balances on these accounts as mentioned above.
4. The Bank may cease the withdrawal from the joint account and distribute the credit balance to independent accounts for the account holders, each in proportion to his share in the account, without notice or warning, if:
  - a. Any of the holders notifies the Bank of a serious dispute or requests closure of the account or its liquidation.
  - b. A lien imposed by the Bank upon any of the holders on whatsoever grounds or reasons.
  - c. The death of any account holder or declared bankrupt or has been incapacitated; hence, the account of the deceased, bankrupt, interdict, or the incapacitated person, as applicable, shall be frozen until the distribution of the credit balance among the legally entitled persons.
5. The Bank may cease withdrawals from the joint account and distribute the credit balance among the account holders according to their respective shares without the need to serve notice or warning.

## Tenthly: Terms and Conditions Applicable to Al-Amil Account

1. This type of account is designated for a non-Kuwaiti individual whose monthly salary is KD 300 (Kuwaiti Dinar three hundred only) or less this is according to what is published on the bank's official website.
2. Customer services will be provided to the holders of this account, by visiting the branch designated, this is according to what is published on the bank's official website.
3. The credit balance in the account is deemed to be a Qardh Hasan loan, from the Customer to the Bank, payable upon the Customer demand. No profits are payable to this account nor are losses charged thereto. The Bank may invest the balances of these accounts or any portion thereof to the benefit of the Bank shareholders.
4. The account shall be managed by the account holder (customer), his legal representative or his agent. It is understood that termination of the capacity of the person who manages the account shall not be deemed effective against the Bank unless the Bank receives a written advice to that effect.
5. The Customer hereby acknowledges that he is the beneficiary of the account opened in his name.
6. It is agreed upon that the account shall be deemed dormant if no debit or credit transaction is carried out by the Customer or his legal representative for a period of 12 months.
7. The Bank may close the account if no salary transaction is credited in the account for a period of consecutive three (3) months and in such event, any available balance in the account will be subject to the standard terms, conditions and procedures.
8. The Debit Cards which are delivered to the customers upon the opening of the account without issuance fee can, can only be used through K-Net machines;
9. No minimum balance is required.
10. This account cannot be used for obtaining any credit facilities or credit cards.
11. The Bank may set aside any amounts transferred to the Customer's account if it involves suspicions of money laundering transactions or fraud according to the Bank's discretion and without assuming any liability.

## Eleventh: Terms and Conditions of Using the ATM Card

1. The Bank shall provide holders of current/investment saving accounts with an Automated Teller Machine (ATM) card and its PIN for use inside and outside the State of Kuwait.
2. The bank has the right to retrieve the card from its holder or stop using it at any time, and it has the right to amend the terms and use it whenever it desires, and the bank will notify the customer of canceling or stopping the card 10 working days before that.
3. The ATM card is not transferable and may only be used by the person to whom it is issued. The holder may not disclose his PIN to any other person for any reason whatsoever, and shall be liable for any damages that may result from the card or the PIN being in the possession of any other person.
4. The cardholder shall immediately notify the Bank through the banking channels available around the clock, of the loss or theft of the card. He must also report the same in writing to the Bank and shall remain liable for amounts withdrawn by the card until the time of its deactivation as if it was used by him personally.
5. The Bank shall debit the cardholder account with any amounts withdrawn or transfers/uses made by use of the card. The cardholder shall in all events be entirely liable for all obligations that may arise from the use of the card. The Bank shall be entitled to recover such amounts out of any credit balance in any of the cardholder accounts with the Bank. The Bank shall not be held liable for goods, services or other liabilities whose prices are paid by the card and any dispute arises in connection with the goods or services rendered shall be settled directly with the service provider/goods vendor.
6. Without prejudice to the provisions of Article Nine, item (6) of these conditions, the cardholder authorizes the Bank, without obtaining the cardholder's prior consent, to debit his account with any fees, exchange commissions or transfer expenses made to international companies to which ATMs networks or Point-of-Sale machines belong as well as any other extra expenses.
7. The ATM cardholder shall observe the maximum daily withdrawal limit specified by the Bank or by the policies of the country where the cardholder is present.
8. The ATM cardholder undertakes not to use the card in any transaction other than for withdrawing funds through ATMs or to buy through electronic points-of-sale devices all over the world. The Bank may cancel the ATM card in the event the cardholder commits any breach of the Islamic rules and regulations in the use of the ATM card or if he is incapacitated.
9. In event a difference exists between the amount drawn in cash according to the declaration of the ATM cardholder and the amount shown by the records of the Bank, the latter shall prevail and be binding upon the cardholder.
10. The cardholder shall immediately report to the Bank the following events:
  - a. Failure to collect the amount withdrawn from the ATM despite a sufficient balance exists for the amount required to be withdrawn.
  - b. The card is retained by the ATM.
  - c. A mistake is discovered in recording the entries in the account as a result of use of the ATM card.

# Terms & Conditions



11. The ATM cardholder shall notify any of the Bank branches in writing, the Banking Cards Section, or the Tele-Banking Service or through the Bank website online in event of any change in his address.
12. In event where the account is a joint account, the Bank may issue a separate ATM card for each partner upon written request of all account holders, and they shall all be jointly and severally liable toward the Bank for all financial obligations that may arise from using these ATM cards.
13. The ATM cardholder acknowledges that the ATM card is a debit card and not a credit card. The bank shall not be held liable towards the cardholder or third parties in the event the balance is insufficient to cover any transactions sought to be carried out by using the card. In the event other amounts erroneously paid and were found to be in excess of the actual balance of the customer account, the bank shall be entitled to debit such amount to the customer card account or any other account to the customer at the bank, and the customer acknowledges to immediately such excess paid amount to the bank.
14. The bank shall not be liable for any loss or damage that may arise directly or indirectly from malfunction or breakdown of the ATMs or the rejection of card by ATM or any of the point-of-sale or ATMs belonging to other banks.
15. If the card is used for conducting international purchase transactions in foreign currencies, such transaction shall be subject to the exchange rate announced by the Bank on the date of the transaction in addition to the respective fee of use as stipulated in the list of commissions published on the Bank's website and its branches on the date of the transaction.

## Twelfth: Terms and Conditions for Electronic Banking Services

1. Electronic Banking services encompass all operations carried out by a customer through electronic channels including landline, mobile telephone, digital assistant, and/or any stand-alone or laptop computer used by a customer to access the Internet or any other electronic devices developed in the future, under the condition that these devices should be compatible and satisfy the service requirements.
2. In the event a customer desires to benefit from the use of Electronic Banking services, then the customer by signing this application form is bound by all the terms and conditions set up by the Bank for use of any existing or future service made available by the Bank to its customers. The customer shall also observe all technical requirements in the guidelines to these services before the commencement of use, and undertakes to sign disclaimers and documents requested by the Bank for this purpose.
3. The customer is severally responsible for all transactions carried out through the Bank electronic services and is liable for any direct or indirect damages and the impacts that may arise from the use of the electronic banking services, the customer hereby, irrevocably and unconditionally, authorizes the Bank to perform any transaction based on the instructions received from the Customer and discharges the Bank from any obligation to verify any instructions.
4. The Bank reserves the right to change from time to time the terms and conditions that govern the use of the electronic banking services, without liability for any risks that may result from such action, provided that the Bank shall by prior notice inform users of these services through appropriate channels.
5. Electronic Banking services are subject to the then-applicable terms and conditions by the Bank to all accounts.
6. Minors are not allowed to use the Services and the use of the Services with respect to the minors' Accounts shall be made available to guardians, custodians or any person who is legally authorized to act on behalf of the concerned minor within the limits specified in the relevant laws.
7. For joint Account(s), access is granted to Services subject to the terms and conditions of the joint Account signed by account holders. As per the terms of a joint account, the Username, Password, Identification Code and/or Memorable Data (as appropriate) may be provided to individual account holders or shared by all relevant holders of a joint Account.
8. The Bank's duty shall be restricted at all times to the extent of verifying the Password, Username, Identification Code and / or Memorable Data as applicable.
9. The Customer shall keep the Username, Password, Identification Code and/or Memorable Data in strict confidence and not disclose the same to anyone else;
10. The Customer shall promptly inform the Bank if the Username, Password, Identification Code and/or Memorable Data becomes known to somebody else by calling 180 3333; the Bank will suspend using the relevant Service until the said data is changed.
11. The Customer undertakes to exempt the bank from any liability for damages to the client as a result of the use of this service, unless there is fraud or serious error.
12. The client shall indemnify the bank fully from all claims, suits, judgments, losses, actual, expenses (including attorneys' fees) that may result directly or indirectly from the use of customer services.
13. The Bank at its sole discretion may refuse to execute any instructions/transactions for any reason without being subject to any obligation. The Bank shall notify the Customer in the event of a refusal.
14. The Bank shall treat all information provided by the Customer as strictly confidential. However, this shall not hinder the Bank from disclosing any information, clarification or questions that might be received officially from judicial bodies. The Bank also, at its sole discretion, may disclose any information to the concerned agencies and connected with this Service for the purpose of developing or enhancing its services and revealing any deficiencies in such Service.
15. To ensure adequate protection, the Customer agrees that all telephone calls with the Bank shall be recorded to retrieve when necessary.
16. The Bank may at its sole discretion temporarily discontinue/block the online services for the Customer in the events of existing lawsuits between the Bank and the Customer, legal procedures have been taken against the Customer or the latter is subject to criminal investigations.

## Thirteenth: Terms and Conditions for Money Transfer and Payment Instructions

1. The Customer agrees that the Bank shall not be held liable for: (i) any delay, abstention or incompletion of the transfer as a result of insufficient funds, error or missing information in the transfer application, (ii) imposition of any restrictions on transfers, (iii) the amount is withheld or confiscated by local authorities or authorities in other countries or, (iv) if there is any suspicion that the transfer is involved in money laundering operations, or for any other reason beyond the Bank control. The Customer acknowledges also that the transfer transactions are carried out by the Bank to the beneficiary's account number and the Bank shall not be held liable for matching the beneficiary's name with the account number to which the transfer is made. In event amounts transferred to the Customer account erroneously in excess of the amounts required to be transferred to the Bank Customer, the Bank shall be entitled to debit such excess amount to any account belonging to the Customer at the Bank, and the Customer acknowledges to immediately repay such excess amount to the Bank.
2. In event the Customer agrees to pay fees to correspondent banks, the Bank shall calculate estimated fees for such banks according to the customary practices, and the Customer shall be bound to pay any other extra fees claimed by correspondent banks.
3. In the event, the transfer amount is not paid, it shall be refunded to the Customer at the average purchase price of the currency applied by the Bank on the day the transfer is returned to the Customer's account. The Customer shall not be entitled to claim return the transfer amount unless he returns to the Bank the documents issued by the Bank, and after the Bank receives a final notification from its correspondent bank that the amount of the transfer has not been paid and that the original instructions relating thereto have been cancelled.
4. It is hereby agreed that the Bank and its correspondent banks are discharged of any responsibility for any consequences resulting from any conflict, delay, omission, technical or telegraphic error in conveying instructions. The Customer agrees also that the Bank and its correspondent banks are not held liable whatsoever if the payment of the amount is delayed in order to obtain the required confirmation for evidencing the correctness of names and statements included in the transfer order or payment instructions. In all events, the Bank shall not be held liable for any loss resulting from execution of the transferor or from any error or negligence on the part of any correspondent bank.

# Terms & Conditions



## Fourteenth: General Conditions

1. The Customer shall report to the Bank in order to seek clarifications in the event the Customer does not clearly understand the preceding terms and conditions. The Bank shall not be liable in the event the Customer fails to obtain sufficient clarification before signature of these terms and conditions.
2. The Arabic version of these terms and conditions shall prevail in event of any dispute in the interpretation and application of the English version.
3. Addresses included in this application form shall be considered in any official or non-official correspondence, and whether such addresses were actual or virtual.
4. Any dispute that may arise upon these terms and conditions shall be subject to the provisions of the Kuwaiti law and jurisdiction of the Kuwaiti courts without prejudice to Islamic Sharia'a provisions; and the Customer declares that he accepts the local jurisdiction of the courts of the Capital Governorate of the State of Kuwait.
5. The Bank regularly updates the official website of the Bank with the latest updates related to the services and products, awareness and educational pamphlets offered by the bank. The bank publishes the names of the winners in any draw or promotional campaign organized by Kuwait Finance House - within the lists of winners - through the media And various written, audio, visual and electronic communication, according to the absolute discretion of the Bank, and the customer must follow the Bank's account and website to find out about these updates from time to time.
6. Customer' signature and/or the signature of any authorized person (inside the branch) by using an electronic pen ("Digital Signature"), shall have the same binding legal effect as a manually executed signature on physical document. The Customer also waives any right available at the law with respect to challenging his/her Digital Signature and/or requesting the bank to provide manually executed documents.

I/we agree to the foregoing and have perused and read these terms and conditions and explicitly agree to observe them. I/we confirm that the information provided by me/us to the Bank and signed by me/us are true, accurate and complete.

1. The Customer acknowledges that (i) the Bank has advised him of all information concerning the product/service rendered to him/her, (ii) he has perused all terms and conditions relevant to the product/service and has entirely satisfied himself/herself of its conditions, (iii) he is well cognizant of the financial impacts and the contractual obligations relevant thereto, including advantages, risks, and details of prices and commissions and the fees relevant to the product/service. (v) he possesses the legal capacity to abide by the aforementioned obligations.
2. The Customer acknowledges that he/she read, understood and accepted the terms and conditions of the Privacy Notice available at (<https://www.kfh.com/en/home/Personal/aboutus/Privacy-Notice.html>) with respect to processing of his/her personal data by the Bank for the purposes mentioned herein and as per the Bank's Privacy Notice.
3. The Customer acknowledges that he/she has received the final signed copy of the document relating to the product/service, and any annexes relating thereto.

Name of Customer

Customer signature

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