

Preamble

Kuwait Finance House [KFH] or (the Bank) offers Electronic Banking Services (the “e-Services”) to enable eligible account holders and other clients of the bank (the “Customer”) to manage and process different banking and non-banking transactions through the Bank, using various electronic means of communication such as (but not restricted to) the Personal Computer, Mobile Phones and Landline Phones.

The bank offers these e-Services to the customer who desires to utilize and avail of the said services that are offered by the Bank. It is understood and mutually agreed upon that the availability and utilization of these e-Services are subject to and governed by the Terms and Conditions hereinafter set forth.

In consideration of the promises and mutual covenants set forth herein, and in reliance on the application and specific representations, acknowledgments and acceptance of The applicant set forth in his application, all of which are incorporated herein by reference as if fully set forth herein and made an integral part hereof, the customer agrees, accepts, acknowledges and declares as follows:

01. Definitions

As used in these Terms and Conditions, the following words and expressions shall have the meanings set forth respectively against each of them as follows:

KFH shall mean Kuwait Finance House or any branch or branches thereof within the State of Kuwait or abroad.

Customer shall mean any natural or legal entity that has entered into this agreement with the Bank for the provision of these services by accepting and agreeing to the Terms and Conditions herein set forth and whose request has been accepted by the Bank.

Account(s) shall mean any account or accounts held by the KFH in the name of the customer for which the service is available.

Card(s) shall mean any Debit/credit/prepaid card(s) held by the KFH in the name of the customer for which the service is available.

KFH Online shall mean the e-Service provided by the Bank whereby the customer, by means of any personal computer, mobile or browser can gain access to Bank in order to perform some or all the following functions

- **Account** services (account(s) information, open account, manage standing orders, open investment deposit account).
 - **Cards Services** (card(s) information, card(s) request, transfer to card(s) deactivate, activate card(s), view Card(s) Pin).
 - **Transfer Service** (between own accounts, transfer to beneficiary(s) in: "KFH, local banks, international banks", bills payment and money remittance)
 - **Cardless withdrawal services** (Withdraw money using civil ID, mobile number / QR code)
 - **Finance Services** (Financing transaction information, request finance, installments payment)
 - **Cheque services** (cheque(s) deposit, request cheque book(s))
 - **Gold services** (Gold account information, open gold account, buy and sell gold)
 - Transfer money from/to other local Kuwait banks to the account holder's account(s)/card(s) through the KNET payment gateway.
 - •Use and/or apply for any other services to obtain information or products or services provided by KFH, such as Banking, Cards, Investment or Financing or Leasing which may be made available within the service in the future.
 - **Allo Baitak 1803333** shall mean the e-Service provided by the Bank at two levels
- 01. IVR System** (Interactive Voice Response), Whereby the customer, by means of a Telephone, can access the Bank's computer systems to perform the following:
- Obtain information on the account and card balance, transactions that take place on those accounts or cards registered under the Bank's system.
 - Execute financial transactions such as transfers, payment for utility bills and credit card payments.
 - Request account statements and cheque books.
 - Use other facilities, which may be made available within the Service.
- 02. Through Allo Baitak 1803333** Customer Service Representative, the following additional services can be handled
- Money transfer within KFH accounts.
 - Standing order instructions.
 - Telex transfers.
 - Request information on, and apply for, various products or services

SMS/push notifications service Shall mean the Short Message Service type of e-Service provided by the Bank, whereby the customer, through the means of his mobile phone and preferred mobile services provider, may receive, and gain access to, predefined and standardized SMS messages, which may contain instructions to, and/or notifications of, the Customer's account(s)/card(s) balance information.

These messages may be (but are not restricted to)

- Salary deposit notification
- Account transactions notification(s).
- High/low account balance threshold notification
- Credit /prepaid Card(s) Transactions notification(s).
- High/low Credit Card balance notification
- Any other function and/or notification made available in the future.

KFHonline Mobile service shall mean the e-Service provided by the Bank wherein the customer, through means of a compatible mobile device, either by visiting a Bank-specified website, or via a downloaded (App) supported by the bank, may gain access to his account(s), card(s), Finance deal(s) and through various functions that are provided by the Bank, as it sees fit and/or suitable.

All terms herein used in the singular shall apply to the plural and all terms used in the masculine gender shall apply to the feminine gender and vice versa.

02. KFH may, at its absolute discretion, amend or change any of the terms and conditions herein at any time, as it sees fit and necessary and amendments are considered effective for the client after publishing the amendments according to the procedure followed by the bank and/or by using the best possible common electronic communication means.
03. The Customer hereby authorizes the Bank to accept, and act upon, electronic instructions previously-applied for, and provisioned, and under specific e-Services, to make changes to the customer's accounts through the service, provided that such transactions are authenticated by the use of the customers Username and/or Secure password and/or Personal Identification Number (PIN).

04. If two or more persons are named as the customer in respect of any account, the Bank shall have the right, when providing the E-Services, to accept and act upon instructions authorizing account withdrawals, payments or transfers given by anyone of the person named as the customer(s) and the customer(s) shall be responsible for all transactions carried out using said e-Services and for repayment of any debt that arises on the account from use of the E-Services. Customers should particularly note that if the account is in joint names, use of the e- Services on the account will only be permitted if all persons named as the Customer agree that any one person may provide electronic instructions to the Bank.
05. The authority given by the Customer to the Bank in Article herein above shall be a continuing authority for any transaction(s) effected by the Customer prior to the date of withdrawal of the authority.
06. Security
- A. The Customer agrees, accepts and undertakes to preserve the strict confidentiality of all the stated e-Services facilities pertinent to Used IDs, Passwords and PINs (Personal Identification Number) whether issued by the Bank or selected by the Customer. The customer shall not use Personal Identification Number (PIN) allocated for any other purposes such as a password.
- B. The Customer shall take all necessary precautions to prevent fraudulent use of his or her Username, Passwords and PIN.
- C. The Customer shall never write down the Username, PIN and Password in a way, which could be accessed, or otherwise used by someone else.
- D. The Customer shall never disclose the Username/password/security question answers/ OTP / authorization codes to anyone.
- E. by ensuring the secrecy of the Username, PIN and Passwords, the Customer will avoid any transaction on the account by unauthorized person.
- F. The Bank shall not be responsible for any damage to the Customer through loss, disclosure of fraudulent use of the customer's Username, PIN and Password.
- G. The Customer shall be responsible for the misuse of the Service and misuse of any passwords, formulae, security devices or other means of access authorized by the Bank to be used to obtain the Service stated herein, and to ensure that the Mobile devices shall at all times rest with the Customer.

07. If the Customer suspects someone knows the passwords, the customer must inform the Bank's Allo Baitak 1803333 Service immediately and change his passwords. Failure to do so will cause the customer to be liable for any unauthorized transactions on the account.
08. The Bank will use its best endeavors to implement any transactions on the day the Customer requested however, the Bank shall not be bound by, nor shall it be liable to, the customer for being unable to implement the same.
09. Provision of the e-Services will not confer any right on the Customer to overdraft the accounts except to the extent of any overdraft facility to which the Bank may agree from time to time. In case of Deposit/Saving Accounts, the account shall not be overdrawn.
10. The Customer hereby undertakes and agrees to use KFH's e-Services solely for his or her own personal use and not to copy, sell, part with, take possession of, nor make any other use whatsoever.
11. The Customer declares and acknowledges that transactions processed by means of the e-Services shall be subject to the limits as may be imposed or established by the Bank from time to time, whether as a result of the Bank's internal regulations because of controls, limits or restrictions required or imposed by any legal or regulatory authority.
12. It is hereby understood and agreed by the Customer and the Bank that payment and transfer instructions made through the E-Services cannot be cancelled on the day that the payment or transfer is due to be made. The Bank will make its best endeavors to facilitate any other cancellation request but will not be liable if such cancellation is not possible.
13. Without prejudice to the provisions of the Terms and Conditions herein set forth, the Bank reserves the right to reserve any entry and make any necessary adjustments which may be required or necessary to the accounts.
14. The Banks books, records, electronic records, documents, vouchers, advices and other documents relating to transactions shall be the conclusive evidence to be relied upon in judging any dispute relating to transactions and shall be the conclusive evidence to be relied upon in judging any disputes relating to figures, data, information, charges, fees, facts, transactions, instructions or any other matter or difference arising between the Bank and the Customer.
15. The Bank will make its best endeavors to provide the e-Services at the times stated in its marketing material but shall not be bound by said times nor shall it be liable for not being able to abide with such times.

16. The Bank shall not be liable for any financial obligation, including but not limited to, the cost of loss or damages or immediate refund arising from failure of beneficiary correct identification or nonsettlement of a payment because of any loss, theft or disorganizing the subscription, error, omission, damage or distortion, Except in the event of an infringement or default by the bank, where the bank have the absolute right to take any necessary corrective measurements /settlement for any transactions performed through (e-Services) as a result of technical or non-technical issues without prior notice to the customer and may notify him in any time.
17. Any payments and transfers carried out by the Bank on the Customers instructions using the eServices will be shown on the bank statement relating to the account.
18. It is hereby agreed by the Bank and the Customer that either of them may terminate this agreement by notifying the other party. Notification from the Customer to the Bank will not be effective until the Customer's KFH branch has received it in writing and after the customer has honored all his responsibilities towards the bank according to this agreement. The Bank requires 3 working days after the Customer's cancellation of the e-Service to effect cancellation. All transactions, obligations, costs, fees and charges prior to the effective date of termination shall be the responsibility of the Customer.
19. The Customer agrees that the Bank is entitled to charge the Customer as and when it sees fit for using the Bank's e-Services. The current charges for the e-Services are set out on the Banks website (www.kfh.com) and are also available by telephoning the KFH Customer Service Center. If any changes are made, details of the new charges will be communicated to the Customer and will also be available on the website. By signing/accepting this agreement, the customer hereby gives KFH the right to charge all the amounts to his account at KFH for using the Bank's e-Services with no objections or responsibility on KFH.
20. The Customer agrees that the Bank shall not be liable or responsible for any loss, damage, cost, expense whatsoever suffered or incurred by the Customer or any third party as a result of inaccurate financial and/or other information provided by the Customer via the e-Services stated herein.
21. The Customer agrees that the Bank reserves the right to demand a written confirmation of certain transactions as and when the Bank sees fit and is entitled to decline any instructions without necessarily stating its reasons.

22. The Customer agrees that the Bank shall have the right to record the Customer's conversation when placing instructions for execution of transaction(s) if it so wishes, and to use such recording as a means of evidence in the resolution of transaction(s) of any legal problem or dispute which may arise in the future.
23. The Customer agrees that Bank shall not be liable or responsible for any loss, damage, cost expense whatsoever suffered or incurred by the Customer as a result of any breach of the Terms and Conditions hereof.
24. The Bank shall have the right to refuse to process any instructions given or sent by the Customer without giving any reasons - for instance, on the grounds that they are not in compliance with applicable laws, banking practices, money laundering regulations etc., in Kuwait, provided that the Bank shall inform the Customer promptly in each respective case. Furthermore, the Bank shall not bear any liability whatsoever for its failure to process any instructions for technical reasons or reasons attributed to force majeure.
25. The customer acknowledge he have read and accepted account opening terms and conditions available in KFH website, which are available through this link.
26. The Bank have the right to suspend e-Services and/or close customer account(s) and/or card(s) opened through (e-services) for the following but not limited to reasons below without prior notice to customer:
 - a. Account is dormant and not used to perform any transactions for one year.
 - b. If customer doesn't commit to transfer their salary/allowance within 6 months of account opening.
 - c. Found any act of suspicious usage.
 - d. If e-services are misused.
27. The Customer agrees that the Bank shall not be held liable for any mistake(s), omission(s), error(s), delays etc. in the following events
 - a. Internet failure due to communication infrastructure.
 - b. Network congestion deficiency.
 - c. Change of mobile number by the Customer without prior notification to the Bank.
 - d. The Customer being outside the reach of the signal.
 - e. Cyber-attacks and viruses.
 - f. Any other reason beyond the control of the Bank.

28. The customer is hold responsible for the truthfulness of all information provided and documents uploaded through the application.
29. All user data is secured with advanced technological protocols to enforce complete security on user data.
30. The e-Services may contain other third parties service and other service whose Terms and conditions may differ from this document. Where it is the customer responsibility read and accept relevant terms of use.
31. The Customer acknowledges that his attention has been drawn by the Bank and that he has taken notice of the limits and limitations of technology at present and the restrictions on the use of the eServices and that availability of the e-Services depend on the application of technology and restrictions on use and hereby releases and discharges the Bank from any and all responsibility thereof or for not being able to use the e-Service for any reason whatsoever.
32. The Customer hereby declares and agrees that he shall acquire no title to any programs. Software code, specifications, techniques or other information supplied by the Bank to the Customer for the purpose of the Service. Furthermore, the Customer acquires no title to any intellectual property or copyright rights in any of the foregoing.
33. The agreement shall be governed by and interpreted in accordance with the laws and regulations of the state of Kuwait to the extent that they do not conflict with Islamic Sharia and articles of association of KFH. Any dispute, difference or controversy that arises in connection Here shall be fully and finally settled by the Kuwaiti courts and the applicable law will be Kuwaiti law.
34. In the event of any discrepancy as between the Arabic and English language texts of this agreement, the Arabic language text shall prevail.
35. The acceptance/signature appearing in the Terms and Conditions form is an agreement to an acknowledgement of all the stipulated Terms and Conditions herein.
36. The acceptance/ signed acknowledgement herein affirms that the customer has consented to the Bank to act upon any and all verified and reasonably executable instructions received by the customer, via any of the e-Services channels used by the customer and provided by the Bank, as outlined herein, while the Bank reserves the right to decline any such request as it sees fit, and without stating the reasons.
37. The customer agrees to accept dealing with the provisions of law No. 20/2014 regarding electronic transactions and its executive regulation, in manner that does not conflict with the provisions of Islamic Sharia.

I have read and agree to the Terms & Conditions of KFH's E-Services, as stated herein.