

The customer receives a free copy upon opening a new account

# **General and Special Terms and Conditions Booklet for individual account holders supplementing the Terms and Conditions of account opening**



# Table of Contents:

<b>GENERAL TERMS AND CONDITIONS FOR ALL TYPES OF ACCOUNTS</b>	4
<b>SPECIAL TERMS &amp; CONDITIONS</b>	5
Current and Salary Accounts	5
Savings and E-Savings Accounts	5
Al Danah Account	6
Deposit Accounts	7
Joint Accounts	7
Savings Accounts for Children and College and University Students (Children/Youth)	8
Electronic Banking Services (Online and Mobile Banking Services):	8
Consumer SMS Service	17
<b>OTHER PROVISIONS</b>	25

## **First: GENERAL TERMS AND CONDITIONS FOR ALL TYPES OF ACCOUNTS:**

Individual Accounts: are accounts opened for natural Kuwaiti resident and expatriate individuals, of 21 years of age, having full legal capacity, excluding Savings Accounts for Children and College and University Students (Children/Youth).

1. The customer acknowledges being aware that in the event of opening an account in his/her name, the Bank shall open a CIF file containing this account and any other accounts opened later.
2. Individual accounts are personal accounts and cannot be used for a third party or for purpose other than specified. In the event of breach, or if used for commercial purposes, the Bank shall have the right to close these accounts and transfer their balances to suspense accounts with the Bank, without the customer's approval or prior notice of account closure. In case the Bank receives cheques after the closing of the account, the Bank shall have the right to cash such cheques from the balance of the customer's suspense account. Otherwise, the Bank shall have the right to stamp the cheque with «Closed Account», or «Refer to Drawer», without any liability on the part of the Bank.
3. Upon applying for opening any type of account, the customer shall deposit the minimum prescribed by the Bank for any of them, so as to activate the account.
4. All the customer's accounts and deposits in terms of cash, commercial papers and securities, precious metals, bills of lading, storage certificates, shipping documents and merchandise, subscription rights and others shall be deemed pledged under possessory lien to the Bank's favor to secure the fulfillment of all the customer's obligations towards the Bank, with no objection from customer's side.
5. The customer declares, in respect of the account opened in his name, that he is the beneficiary of the account, and the partners of the joint account shall declare that they are the beneficiaries of such account. However, in respect of the accounts opened on behalf of others, the account opener declares that the beneficiary of such account is the person whose name is mentioned in the application form for opening accounts and his delegation on behalf of the beneficiary is correct, true and valid.
6. The customer declares and accepts that the Bank shall have the right to obtain the information recorded in his civil ID card and his work address at any time, from the Public Authority for Civil Information (PACI), and without any responsibility on the Bank or PACI. The customer also agrees and authorizes the Bank and the Credit Information Network Company KSCC (Ci-Net) to exchange the information pertaining to him in respect of consumer and installment loans between banks and investment companies supervised by the Central Bank of Kuwait and all the commercial companies and establishments that are subscribers to the data & information collection system prescribed as per Law No. 2 of 2001, without any responsibility on the part of the Bank and Ci-Net.
7. The specimen signature of the customer at the Bank shall be recognized in all other dealings in respect of his accounts which are currently opened or to be opened in the future with the Bank, inclusive of any other accounts to be opened through Gulf Bank online service, unless the Bank receives from the customer written instructions to the contrary, acceptable to the Bank as per applicable regulations. The customer declares that any additional sub-accounts to be opened at any time shall be subject to the current terms and conditions governing accounts and any amendments thereto.
8. The Bank shall carefully validate the signature of its customers and their authorized signatories on all banking transactions, and carefully verify them against the approved specimen signatures at the Bank. Neither the Bank nor any of its employees shall be held liable for any fraudulent transactions that can be detected only by high-tech devices and by competent authority.
9. The customer's address specified in the application shall be the elected domicile used for any correspondence or notifications sent to him from the Bank, unless the Bank receives a written notice from the customer of his new address. In the event that such correspondence is returned to the Bank for incorrect address or for absence of the customer thereat, or for any other reasons, the Bank shall have the right to stop sending any letters or correspondence to the customer, including the statements of account, without any responsibility that may arise on the part of the Bank, unless the customer notifies the Bank of another address for correspondence.
10. The Bank shall have the right, at any time, to amend these terms and conditions as well as the special terms and conditions of any type of accounts, without the need to obtain the customer's consent. New terms and conditions shall apply to all the accounts opened from the effective date thereof, and shall be notified by the means deemed suitable by the Bank without any objection from the customer.
11. The Bank shall charge a fee if the balance in the account falls below the required minimum prescribed by the Bank any time during the month at the Bank's discretion with no objection from customer's side in the event of CBK approval thereon.
12. The account shall be considered dormant in the event of the absence of activity on the account (deposit or withdrawal) for 12 consecutive months. In such case, the Bank shall notify the customer by mail, requesting him to refer to his branch to activate the account. The customer hereby authorizes the Bank to re-activate his dormant account in accordance with the Bank's decision in this respect. If the account continues to be dormant for over 15 years from the date of last transaction thereon, the Bank shall close it and transfer its balance in accordance with

applicable procedures.

13. The Bank shall have the right to execute the customer's instructions, or abstain from executing them, in the event where such instructions violate the law or the resolutions issued by the Central Bank of Kuwait, or the terms and conditions of this application. Furthermore, the customer hereby irrevocably authorizes the Bank to receive any amounts to his favor and credit such amounts to his account or a suspense account, and to return the same to their source, as necessary, without any responsibility on the part of the Bank.
14. If the customer in the process of obtaining his Kuwaiti residence permit at the time of account opening, he undertakes to provide copy of his civil ID to the bank once received and view of original no later than six (6) months from the date of account opening. Otherwise, the Bank reserves the right to take suitable action or close the account.
15. The customer accepts the Bank's procedures regarding anti-money laundering, and the application of the relevant laws of the State of Kuwait and CBK relevant instructions. The customer undertakes to provide the Bank with any documents to be requested from him in the context of compliance with such laws and regulations.

## **SECOND - SPECIAL TERMS & CONDITIONS**

### **Current and Salary Accounts:**

1. Withdrawals from the account shall be made by using the cheques prepared by the Bank and which are delivered to the customer upon his request, or by any other withdrawal document complying with the legal conditions acceptable to the Bank. Also, withdrawals shall be made by the ATM card or any other credit cards in accordance with the terms and conditions relating thereto, in addition to cash withdrawal from the account.
2. The Bank may refrain from disbursing any cash amounts, transfers, or cheques drawn on the account, or otherwise, from the amounts credited to the account under cheques for collection but not actually collected from the drawee banks. The amounts of such cheques shall not be considered within the disburseable balance of the account.
3. The customer absolutely and finally declares to abide by the instructions of CBK relating to closing his account and listing his name in the list of customers whose accounts have been closed because of returned cheques, drawn on their accounts for insufficient funds, if such cheques have been returned to the customer, not exceeding three cheques during one year as a result of insufficient funds, however, if the customer's name was placed on the blacklist by other bank(s), the account will be closed in the event of one cheque only returned for insufficient funds. And also declares his prior consent to any other actions taken by the Bank in this respect. The Bank, at its absolute discretion, may open in the name of the customer another account without cheques to replace the account which has been closed with notice to the customer in the event of any debt due to the Bank from the customer. The customer shall bear all the legal responsibilities resulting from issuing such cheques and without having the right of recourse against the Bank because of closing his account or listing his name in the aforesaid list or because of any of the actions taken by the Bank in execution of CBK instructions in this respect.
4. For stopping payment of standing orders and cheques, the customer must issue written instructions provided this instruction is delivered prior to actual payment, and the Bank shall not be otherwise held liable nor responsible.
5. The Bank shall have the right to accept or reject payment of the cheques drawn on the customer's account in a currency other than the currency of the account. The equivalent amount shall be deducted on the basis of the exchange rate applied by the Bank on the payment day. The account holder shall assume the differences of changes in the currency exchange rate between the dates of cheque issuance and payment.
6. The Bank shall have the right to calculate interest on the debit balance of the current account on a daily basis and record it at the end of March, June, September, and December each year till the settlement of the total amount according to CBK interest rates as a maximum.
7. When the debit current account is closed, the interest shall be applied, as a maximum, according to the rates declared by CBK, up to full settlement.
8. In case of salary account, the customer shall submit a Salary Certificate issued by his Employer, in addition to a Salary Continuation Certificate when requested and required under the terms of the account opening. Otherwise, the Bank has the right to close the account due to customer's failure to comply with one of the terms of account opening.
9. Ensure informing the bank in case of loss or theft of a cheque/cheque book, or if being used by unauthorized party, in order to stop the cheque payments, subject to reporting the case to police station and providing the bank with a proof for the same.

### **Savings and E-Savings Accounts:**

1. If one withdrawal or transfer transaction is made on the e-savings account, no interest shall be paid for the month during which the transaction took place.
2. The savings account is dedicated for deposit and withdrawal of amounts other than those collected from a business activity. The customer shall not have the right to transfer his salary to the savings account or deposit amounts

collected from a business activity.

3. The Bank shall issue a statement of account in accordance with the Bank's applicable regulations. Such statement shall be subject to the provisions of paragraph (9) of Clause «FIRST: GENERAL TERMS AND CONDITIONS FOR ALL TYPES OF ACCOUNTS».
4. Withdrawals shall be made from the account, whether cash or through ATM cards or any other means provided by the Bank in accordance with the Bank's applicable regulations. Withdrawal from the account by cheques may not take place.

#### **Al Danah Account:**

It is an account on which draws for financial prizes are made. It is a non-interest bearing account. Cheque books are not issued on this account. It is opened upon the request of the natural Kuwaiti, resident individuals (by virtue of a valid residency) and GCC Citizens not resident in Kuwait (not holding a Kuwaiti civil identification) and according to the following terms and conditions:

1. Al Danah account can be opened at the Bank's branch or through Gulf Bank Telebanking service or Online Banking (for existing customers) by depositing a minimum of KD200 in Al Danah account.
2. Only individual type of customer accounts is eligible to enter Al Danah draw. The customer is not eligible to enter Al Danah draws in the following cases:
  - If the customer closes his account before the draw date (excluding weekly draws).
  - If the balance on any day between the start cutoff date and the end cutoff date falls below KD200.
  - If there is a legal attachment and/or freeze on the account and/or amount based on a judiciary or regulatory judgment or order, or upon the Bank's request, or any other justified reason.
  - An alternate winner will be selected if the winner's Danah account is closed (quarterly & yearly draws only) or any of the winner's accounts with the Bank has a hold for legal reasons.
3. Al Danah draws run Weekly, Quarterly and Yearly.

**Weekly draw:** Account opening date and last date of depositing the minimum required balance of KD200 is two (2) calendar days before the draw cutoff date.

**Quarterly draw:** To be eligible to enter the quarterly draws, the minimum required balance of KD200 must be maintained for a minimum period of two months prior to the draw cutoff date for Quarter 1 and Quarter 2 draw. The balance must be maintained for a minimum period of three months prior to the draw cutoff date for Quarter 3.

**Yearly draw:** To be eligible to enter the KD1 million yearly draw, the minimum required balance of KD200 must be maintained for a minimum period of two months prior to the draw cutoff date.

4. The Bank has the absolute right to advertise Al Danah winner's name and picture in all media.
5. Employees of Gulf Bank, employees of service providers and persons involved with promoting, marketing and/or carrying out any activity related to the draw and/or the prize, their spouses, their relatives up to the second-degree and any other person or entity excluded in accordance with the regulations of the Ministry of Commerce and Industry are not allowed to participate in the draw. Any winner in violation of this prohibition is under the obligation to immediately return the prize to Gulf Bank, which shall be cancelled. Gulf Bank shall have the right to deduct the amount directly from the account(s) of such winner without obtaining an approval.
6. Al Danah Prize shall only be awarded to the account holder in person, or to his heirs in the event of the account holder's death, or to the guardian or custodian and according to the provisions of the law.
7. Draw Prizes:

**Weekly draw:** KD1,000 (awarded to 5 winners weekly). Winners are restricted to one prize of KD1,000 every week.

#### **Quarterly draws:**

Quarter 1: KD 150,000 (1 winner)

Quarter 2: KD 250,000 (1 winner)

Quarter 3: KD 500,000 (1 winner)

**Yearly draw:** KD 1,000,000 (1 winner)

8. The customer agrees to deduct KD2 charge per month if account balance drops below KD200 in any given day of the month.
9. Customer receives one chance daily for every KD100. Chances for all draws are calculated starting January 1st every year.
10. The Al Danah account will be considered dormant in the event in which no transaction takes place on it (withdrawal or deposit) for 12 consecutive months with exemption of monthly fees for retaining dormant accounts. In this case, the bank will notify the customer by mail and request them to activate the account. The customer will then authorize the bank to activate the dormant account in order to conduct a transaction on it as per the bank's decision in this regard. If the account remains dormant for over 15 years from the date of the last transaction conducted on it, the bank will not close the account and transfer its balance as per applicable procedures. The customer will still earn and maintain his chances to win the draw prizes during the account dormancy period (terms and conditions apply).

### **Deposit Accounts:**

1. The deposit shall mature only on the maturity date, and the interest thereon shall be calculated as per applicable regulation to each product.
2. The deposit maturity shall be extended – automatically – to similar period(s) without the need for a notice or warning, unless the Bank receives instructions in writing to the contrary from the customer at least two business days prior to the maturity date. The deposit of prepaid interest is a single maturity deposit and may not be renewed. The customer shall not have the right to request redemption of the deposit prior to its maturity date, unless he returns the interest prepaid to him thereon, and pays any charges, commissions, or expenses accrued thereon.
3. In the event the customer requested to redeem the deposit prior to its maturity date, the customer shall not be entitled to any interest on any period, whereas the Bank has the right to debit the commission prescribed thereon as per applicable regulations.
4. If a fixed deposit receipt is lost, a duplicate may be issued to replace the original at the customer's written request after payment of the fee designated in the Bank's List of Fees & Commissions.
5. All deposit details printed on the front side of the receipt issued by the Bank shall be considered correct, unless the Bank is notified in writing to the contrary within fifteen days from the date of the receipt.
6. In the event that the deposit matures on an official holiday, it shall be automatically extended for a maturity on the following business day at the original interest rate.
7. Crediting the deposit amount and interest thereon to the customer's account on its maturity date shall release the Bank from any liability towards the customer. Hence, the receipt previously issued to the customer thereon shall be disregarded.
8. Withdrawal from the deposit account by cheques is not allowed, and the Bank shall not issue credit cards or ATM cards against such account.
9. In the event of granting loan to the customer against pledging the deposit, the pledge shall continue in full force and in favor of the Bank even in case of having the deposit maturity extended to other period(s), or in case of amending the number, currency or amount of the deposit, or maturity thereof, up to full settlement of the debt guaranteed by it. The Bank shall have the right to break the deposit prior to deposit maturity date upon the debt maturity, without the need for customer's prior consent and without notice to the customer, in order for the Bank to recover the amounts due to it from the customer.

### **Joint Accounts:**

1. Joint accounts can be equally opened between two or more persons, unless otherwise agreed. The agreement of account holders on account management method shall be considered for withdrawal.
2. All of the account holders are jointly liable towards the Bank for repaying any amounts due to it on this account, notwithstanding the reasons or sources related to such amount. The Bank may recover such amounts from the credit balance of any individual account kept in the name of any of the account holders or from his share in any other joint account.
3. The joint account holders agree that the Bank, while setting-off amongst different accounts of one of the joint account holders, may include his share in such account within such set-off.
4. In joint accounts, one of the account holders may remove himself from the account after reimbursing the debit amounts and returning cheque books, ATM cards and others, subject to the approval of the remaining account holders.
5. In the event of imposing a court attachment on one of the account partners under the Bank's possession, notwithstanding the basis of attachment, the share of the partner subject to attachment (account partner) shall be blocked. The attachment shall not affect the remaining shares of partners or any amounts to be deposited after the imposition of the attachment.
6. In the event of the death of one of the joint account holders or loss of his legal competence, the other account holders shall notify the Bank accordingly, and advise of their wish to continue the account, within a period not exceeding ten days from the date of death or loss of competence. The Bank shall stop withdrawal from the joint account until the legal successor of the deceased is appointed.
7. When the Bank is notified of any dispute that may arise between the account partners, transactions on the account shall be suspended, and the Bank shall not bear responsibility for such suspension.
8. The holders of the joint account declare that they are the beneficiaries of the account, and that they may not use it for third parties or for a purpose other than that allocated for it. Otherwise, the Bank shall have the right to carry out appropriate action in this regard to protect all its rights.

## Savings Account for Children and High school, College and University Students (Children/Youth):

Minor account holders under 15 years:

- The guardian's request for account opening in the name of the minor customer below 15 years is required. The Civil ID of the guardian and that of the minor shall be submitted to the Bank after viewing the original.
- The child's mother may open the account from her own money, as a gift, by submitting the child's birth certificate. In the event where she wishes to manage the account solely, she shall sign the Declaration Form prepared for this purpose at the Bank. Otherwise, the guardian/custodian has the right to transact on the account.
- There are no charges and no minimum deposit for opening childrens accounts.

Age groups are: from 15 to 25 years.

- All High school, College and University students aged between 15 to 25 years of age may open the account and may request a RED ATM card.
- There are no charges and no minimum deposit for opening youth accounts. No cheque books or credit cards shall be issued for youth below 18 years and no loans shall be granted thereon.

## Electronic Banking Services (Online and Mobile Banking Services):

Electronic Banking services include all financial and non-financial transactions initiated by the customer through static or portable devices including, but not limited to ATMs, computers, telephones, mobile phones, PDAs, and any other type of channel offered by the Bank from time to time. Customer hereby agrees and acknowledges to the Online and Mobile Banking Services terms and condition below. The customer wishing to obtain other Electronic Banking Services not included herein from the Bank shall sign the agreement relating to this service as applied at the Bank. Terms and conditions therein shall be complementary to the terms and conditions of the account opening form, and form an integral part of the terms and conditions of the application.

### 1. Definitions;

«**Instruction**» means each order contemplated and/or completed by the customer, as the context requires, transaction or other dealing with Products, by the customer using the Service.

«**Mobile App**» means the mobile application installed on the customer's mobile or communications device, the intellectual property rights in which are owned and designed by the Bank, and through which the customer provide Instructions and access the Service.

«**Products**» means the banking accounts, including the Accounts, and other products or services made available by the Bank from time to time.

«**Phone**» means the device, possessed and/or owned and/or controlled by the customer which has the assigned Phone Number, and through which the customer communicate with the Bank either by receiving SMS alerts or by giving the Bank Instructions or otherwise accessing the Service.

«**Phone Number(s)**» means the telephone number assigned to the customer Phone and registered with the Bank and that the customer undertakes that it remains under the Customer' possession and/or ownership and/or control at any time.

«**Rates and Charges**» means the rates and charges payable to the Bank for using the Service relating to these Terms or otherwise as notified by the Bank to the customer in the Bank's sole discretion from time to time including, without limitation, when the customer uses the Service.

«**Security Details**» means the unique user identification name, password, PIN, and other relevant security details as the bank might require from time to time and which are used by the customer to access the Service.

«**Service**» means the banking service provided by the Bank to the customer from time to time through the Mobile App or the Website and accessed through the Phone, mobile device or the customer personal computer.

«**User Guide**» means the guidance and information issued by the Bank in connection with the Mobile App or Service, as amended from time to time, the current version of which can be found on the Bank's website at url <http://www.gulfbank.com>, or such other url as the Bank may determine in the Bank's sole discretion from time to time.

«**Website**» means the internet and secure online banking site owned and operated by the Bank at url <http://www.gulfbank.com>, or such other as the Bank may determine in the Bank's sole discretion from time to time, through which the customer accesses the Service.

## Terms and Conditions:

A these Online and Mobile banking terms and conditions and any additional terms and conditions the Bank gives to the customer relating to the Service, including the User Guide («Terms»); and

B any specific terms and conditions relating to the Customer's use of the Service that are in the terms and conditions that apply to any specific Product the customer can access or use via the Service which may be provided before, at the same time as, or after the customer starts using the Service («Product Terms»),

In the event of a conflict between these Terms and any Product Terms, these Terms will apply.

The Service is for personal use only. No third party will have any rights under the Terms.

By downloading and/or installing the Mobile App, and each time the customer opens the Mobile App or uses the Service, the customer confirms its express acceptance of these Terms.

### 1. USING THE SERVICE

1.1 The customer can use the Service by (i) entering the customer Security Details into the relevant fields on the login page of the Service; or (ii) by contacting the Bank using the customer's Phone and providing the customer's Security Details.

1.2 The Bank may notify the customer from time to time of changes in the Security Details and/or method the Bank may require for accessing the Service.

### 2. THE CUSTOMER SECURITY DUTIES

2.1 The customer must take all necessary precautions to keep safe and prevent any fraudulent or unauthorised use of the customer Security Details, the Mobile App, or the customer's Phone.

2.2 The customer agrees that the precautions requested under Clause 2.1 include, but are not limited to, all of the following:

2.2.1 never writing down or otherwise recording the customer Security Details in a way that can be understood by someone else;

2.2.2 not choosing Security Details that may be easy to guess by someone else;

2.2.3 taking care to ensure that no one hears or sees the customer Security Details when the customer uses them;

2.2.4 keeping the customer Security Details safe, secret, and unique to the customer Products;

2.2.5 not allowing anyone else to have or use the Mobile App, the customer Phone, or the customer Security Details and not disclosing them to anyone, except when registering for or resetting the customer Security Details or if required to be disclosed by any law;

2.2.6 keeping information about the customer's Products containing personal details (such as statements) safe and disposing of them safely and securely;

2.2.7 changing the customer's Security Details on a regular basis;

2.2.8 changing the customer's Security Details immediately and informing the Bank as soon as possible, if the customer knows or suspects that someone else knows any of those Security Details, or if the Bank asks the customer to;

2.2.9 keep the customer's Phone, and all devices on which the customer have installed the Mobile App and any other devices which are used to access the Service safe and secure;

2.2.10 never access the Service from a link in an e-mail, sms, or other electronic communication unless sent to the customer by the Bank;

2.2.11 never accessing the Service from any publicly available device, without first making sure that no one else will be able to observe, copy, save, or otherwise obtain the customer Security Details, or access the Service by pretending to be the customer;

2.2.12 never recording any Security Details on any software which retains information automatically;

2.2.13 once the customer have logged on to or accessed the Service, not leaving the device from which the customer have accessed the Service or let anyone else use that device until the customer have logged off following the required procedures; and

2.2.14 following all security measures recommended by the Bank and/or the manufacturer of the device the customer use to access the Service.

2.3 If any Security Details are lost or stolen, or the customer suspect that someone else has used or tried to use them, or any of the circumstances in Clause 2.8 arise, the customer must tell the Bank without delay by calling the Bank on the following numbers:

2.3.1 From Kuwait: 1805805 (Available 24 hours); or

2.3.2 From outside Kuwait: +965 22444383 (Available 24 hours),

or by notifying the branch where the customer's Account is held.

2.4 Notwithstanding Clause 2.3, if asked by the Bank, the customer must confirm in writing the loss or theft of the customer's Security Details.

2.5 The Bank will ask the customer to co-operate with the Bank and the police (or any other relevant authority) in relation to any investigation into the actual or suspected misuse of the customer's Security Details, Products, Phone, the Service or the Mobile App.

2.6 The customer must report any unauthorised transactions or Instructions to the police or any other relevant authority within forty eight (48) hours of the bank's request to do so. The Bank may also disclose information about the customer or the customer Products to the police or other third parties if, in the bank's sole opinion, it thinks it will help prevent or recover losses.

2.7 The customer hereby confirms, declares and acknowledges that the Phone Number (s) provided to the Bank, is owned by and/or controlled and/or possessed by the customer, and that any information or communication from and to the Phone, including the giving of Instructions, is and shall be within the customer's control and responsibility.

2.8 The customer hereby undertakes to inform the Bank immediately in accordance with Clause 2.3, upon any change in the Phone Number(s), loss of the Phone or Phone Number(s), or any other dealing with the Phone being outside the customer's control and/or any change that may affect the provision of this Service to the customer.

2.9 Anyone accessing the Service by using the customer Security Details, whether with or without the customer's knowledge or authorisation, will be able to conduct transactions and deal with the customer's Products, including submitting Instructions, and pursuant to Clause 3.1, the Bank has no obligation to verify, or to take any steps to attempt to verify, any Instruction received from the customer or another person authorized or purporting to be authorized by the customer to operate the customer's Account, or otherwise appearing to be sent by the customer when using this Service.

### 3. INSTRUCTIONS

3.1 Unless the Bank has received a notification from the customer in accordance with Clause 2.3, 2.4 or 2.8 prior to receiving an Instruction:

3.1.1 The Bank will act on, and shall treat as genuine and authentic, and the customer shall be fully responsible for that Instruction;

3.1.2 The customer agrees that the Bank will rely on the information provided by the customer to act on any Instruction and the Bank is under no obligation to authenticate such Instruction and the Bank will act on each Instruction without seeking further confirmation; and

3.1.3 The customer shall not contest or raise any claim in relation to such Instruction.

3.2 Notwithstanding Clause 3.1, the Bank reserves the right to make further fraud prevention checks with regard to any Instruction and may refuse to act on an Instruction in the Bank's sole discretion.

3.3 The Bank shall only process Instructions subject to the availability of free, clear and available funds/limits in the customer's Account. In the event the customer's Account does not have available and clear funds/limits, or for any other reason in the Bank's sole discretion, the Bank reserves the right to refuse to act on any Instruction.

3.4 If the Bank refuses to act on an Instruction, the Bank will make reasonable efforts to inform the customer, with the reasons for the refusal (if possible) and any factual errors that led to the refusal.

3.5 The customer agrees that the Bank will not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/or to be incurred by the customer from the Bank's decision not to process any Instruction.

3.6 The customer agrees that the Bank is under no obligation to amend or otherwise alter or adjust any Instruction after it has been submitted by the customer, and that all Instructions are final and binding.

3.7 The customer agrees that if the customer provides the Bank with incorrect information, or if any Instruction contains any errors, the customer will use its best endeavours to correct or reverse the Instruction, however the customer hereby accepts full responsibility for any direct or indirect losses resulting from any such errors in the information or Instruction provided.

3.8 The customer hereby irrevocably and unconditionally agrees and undertakes its liability for any Instruction submitted by the customer or for accessing the Service. Any Instruction submitted by the customer will be considered a direct and final order to be executed by the Bank on the customer's Account. The customer hereby agrees that the Instruction submitted by the customer is conclusive evidence of the customer's intention to deal with the customer's Products, and that the Instruction will be binding upon the customer, and the customer agrees to waive any rights to raise any claim or action to pursue remedies against the Bank in respect hereof.

#### **4. RATES AND CHARGES**

4.1 Rates and Charges are subject to change and details of these Rates and Charges are available when the customer starts a transaction or Instruction.

4.2 The Bank will debit all relevant Rates and Charges from the customer's Account, together with any duties or other relevant fees levied by any government body or regulatory authority.

4.3 Any applicable Rates and Charges, exchange rates, and other fees notified to the customer are binding when the customer submits an Instruction.

4.4 The customer is liable for any telephone or other communication charges and any charges made by the customer's mobile service provider or any other third party as a result of the customer downloading, installation or use of the Mobile App and/or use of the Service.

4.5 The customer agrees to pay all relevant Rates and Charges related to the customer use of the Mobile App and/or the Service, and the Bank shall be entitled to debit from the customer's Account any unpaid Rates and Charges in any manner the Bank deems fit.

#### **5. THE CUSTOMER'S RESPONSIBILITIES**

5.1 Notwithstanding any liability or responsibility under these Terms, the customer will be responsible for any and all losses the customer, the Bank, or others may incur if the customer act fraudulently in the use of the Service or otherwise is in breach of these Terms.

5.2 The customer will be responsible for all losses if the customer fails (for whatever reason) to use the Service in accordance with the Terms (including, but not limited to, keeping the customer Security Details safe and notifying the Bank as required in accordance with Clause 2).

#### **6. THE BANK'S RESPONSIBILITIES**

6.1 The Bank will take reasonable care to ensure that any information provided to the customer by accessing and using the Service is an accurate reflection of the information contained in the Bank's computer systems or, where the information is provided by a third party, accurately reflects the information the Bank receives from that third party.

6.2 Where information provided via the Service is beyond the Bank's reasonable control (for example, it is provided by a third party), the Bank cannot guarantee that such information is accurate or error free.

6.3 Certain information may be provided subject to certain restrictions, or on a specific basis (for example, it is only accurate as at a certain date) in which case any reliance by the customer on such information, is subject to those restrictions or valid at the time the information is provided.

6.4 The customer agrees that the customer is using the Mobile App, and the Service at the customer's own risk.

6.5 The Bank will not be responsible for any loss of or damage to the customer's data, software, computer, smartphone, Phone, telecommunications or other equipment, caused by the customer using the Mobile App and/or the Service.

6.6 Unless the Bank has specifically agreed with the customer otherwise, or subject to applicable law, the Bank shall have no liability to the customer arising out of or related to the customer's use of the Mobile App or the Service at any time, or any inability to use the Mobile App or Service.

6.7 Unless the loss results from fraud or wilful default by the Bank, or the Bank's employees or agents, the Bank will not be liable for any special, consequential, or indirect loss, any punitive damages or loss of profits, or for any losses, costs, damages or expenses the customer incurs as a result of delay, interruption or suspension of the Service or because of any other cause beyond the bank's reasonable control.

6.8 While the Bank takes all reasonable security precautions to safeguard data and communications, the Bank disclaims any liability if Instructions or any other data or communications sent by the customer to the Bank are intercepted. Neither the Bank, nor any of the Bank's associated companies or third parties working for the Bank to provide the Service will be responsible for any losses caused by connectivity failure, unauthorised access, theft, systems failure, service interruption, computer, Phone or smartphone virus, and other factors beyond the Bank's control.

6.9 The Bank disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights, and the Bank makes no warranty or representation regarding the results that may be obtained from the use of the Service, or the accuracy or the reliability of any information obtained through this Service.

6.10 Telecommunications networks are not a completely reliable transmission medium. Neither the Bank, nor any of the Bank's associated companies guarantees that the payments/fulfilment of Instructions, or the availability of the Service within a specific time frame, since the Service may be, without limitation, interrupted or discontinued. Neither the Bank, nor any of the Bank's associated companies accept liability for:

6.10.1 any losses, costs, liabilities, damages or expenses which may arise directly or indirectly if the customer cannot use the Mobile App or the Service for any reason; or

6.10.2 any delay in, or failure of, the transmission or receipt of any Instructions or notifications sent via the Mobile App or the customer's Phone; or

6.10.3 any costs, fees or charges of any kind incurred as a result of: (i) the Bank dealing with the Customer's Products; (ii) any debit and/or credit of the customer's Account in accordance with the customer's Instructions; and/or (iii) any inaccuracy, incompleteness or malfunction contained in the information retrieved through use of the Service.

6.11 The Bank will not be liable to the customer (and the customer hereby excuses the Bank) if the Bank fails to carry out any of its obligations when the cause of failure is beyond the bank's reasonable control.

6.12 The Bank may, at any time and in the Bank's sole discretion, limit the amount and frequency of Instructions the customer can submit. Where possible and practical, the Bank shall use its reasonable endeavours to inform the customer of any such limitations.

6.13 If and to the extent any aspect of the Service is provided by third parties, the customer acknowledges and agrees that the Bank's relationship with any such third party service provider is independent and the Bank will not be liable for any acts or omissions by any third party service provider, including any modification, interruption or discontinuance of any Account by such third party service provider.

## **7. INDEMNITY**

7.1 The customer hereby irrevocably agrees to indemnify and hold the Bank and any of the Bank's associated companies or third parties working for the Bank to provide the Service, partners, directors, employees, consultants and agents, harmless against any and all third party claims, liability, damages and/or costs (including but not limited to attorney fees) and against all liabilities incurred by the Bank or such associated companies or third parties (as applicable), arising out of or related to:

7.1.1 the customer's use, or any authorised or unauthorised use on the customer's behalf, of the Mobile App, Phone and/or the Service;

7.1.2 the Bank's reliance on information provided by the customer; and/or

7.1.3 any breach by the customer of these Terms.

7.2 The customer agrees and acknowledges that this indemnity shall remain valid and shall survive the termination of this Service with the Bank.

## **8. COMMUNICATIONS**

8.1 The Bank (and the Bank's administrators, agents, delegates or sub-contractors) may record or monitor any telephone calls the customer makes to the Bank in relation to the Service or the Mobile App and the Bank may use any such recordings (and transcripts of them) as set out below.

8.2 All activity the customer undertakes relating to the Service, and all Instructions received will be monitored and/or recorded or otherwise stored by the Bank.

8.3 The Bank records and/or stores this information:

8.3.1 to make sure the Bank carries out the customer's Instructions accurately;

8.3.2 to help the Bank maintain and improve the quality and functionality of the Mobile App, and Service;

8.3.3 for security purposes;

8.3.4 as evidence in any dispute relating to the Mobile App, Service, or any Instruction; and

8.3.5 for any other reasonable reason in the Bank's sole discretion.

8.4 The Bank shall be entitled to rely upon all electronic communications, orders, messages and Instructions received by the Bank through the customer's Phone or the Mobile App or the Website and, pursuant to Clause 3.1, the Bank is under no obligation to verify, or make further inquiry into the identity of the sender, or the message integrity of such communication, order, messages or Instructions. The customer understands and agrees that the customer has no right to dispute such reliance by the Bank and the customer shall be responsible for all Phones and Phone Numbers used by the customer, and shall immediately inform the Bank of any changes to the customer's Phone Number(s) in accordance with Clause 2.8, and the Bank shall not be in any way responsible or liable for any loss, damage, costs, charges or expenses suffered or incurred by the customer by reason of this failure to do so.

8.5 The customer agrees that all communications relating to the Service or any Products, whether oral, electronic, written or otherwise, may be recorded and stored by the Bank, and reproduced in the Bank's sole discretion, or as required by any court, or government or other relevant authority. The Bank's records and communications shall be conclusive evidence and shall not be challenged by the customer.

## **9. SUSPENDING THE SERVICE**

9.1 The Bank may at any time suspend the customer's use of the Service:

9.1.1 if the Bank suspects a threat to the security of the Service;

9.1.2 if the Bank suspects fraudulent use of the Mobile App, the customer's Phone or the Service;

9.1.3 if the Bank considers there is an increased risk that the customer will be unable to repay any amounts that the customer owe to the Bank or any third party;

9.1.4 if the Bank considers suspension is appropriate to protect the Bank or other customers interests; or

9.1.5 if the customer holds any Products jointly, and the Bank is required under any applicable law, or instructed by any applicable law enforcement, government, or other relevant agency, to suspend the customer's use of the Service (for example, because the bank learns of a dispute between the joint parties).

9.2 The Bank will normally attempt to give the customer advance notice (in writing or by the phone) if the Bank is going to suspend the customer's use of the Service, explaining why the Bank is taking this action, but the Bank will not give the customer notice or details of the reason for the suspension if this would compromise any security measures, or if it is unlawful, or otherwise unreasonable in the circumstances, to do so.

9.3 The Bank may occasionally suspend the customer's use of the Service without notifying the customer where the Bank has been unable to contact the customer in advance, if required in accordance with applicable law, or if the Bank otherwise decides, in its sole discretion, such notice is not reasonable in the circumstances.

9.4 The customer can ask the Bank to lift any suspension of the customer's use of the Service by calling the Bank. The Bank will notify the customer at the time, if the circumstances leading to the suspension no longer apply, that the customer may continue to use the Service.

9.5 The Bank may suspend the Service from time to time in accordance with Clause 12.2.

## **10. CHANGES**

10.1 The Bank reserves the right to make any change(s) in the Bank's sole discretion to the Terms, including changes to the Service including, without limitation, the expansion or reduction of the Service, and any applicable Rates and Charges, at any time and shall notify the customer of any such changes by way of post, telephone, sms, email and/or via the Mobile App next time the customer log in to use the Service.

10.2 The Bank may make any change to the Terms under Clause 10.1 for all or any of the reasons set out in this Clause that apply:

10.2.1 following, or in anticipation of, and to reflect a change in applicable law, or to reflect a change in technology, industry guidance or code of practice or good banking practice;

10.2.2 to reflect the making of a recommendation, requirement or decision of any relevant governmental department, court, regulator or similar body;

10.2.3 to reflect the costs or consequences of any event beyond the bank's control that may impact its provision of any of the Products, the Services or facilities to the customer;

10.2.4 to make the Terms clearer;

10.2.5 to reflect any change in the Bank's systems and procedures, including any change arising from any reorganisation of the Bank's business;

10.2.6 to reflect changes or anticipated changes in costs;

10.2.7 to improve the Service;

10.2.8 to reflect the bank's then up to date internal policies; or

10.2.9 for any other valid reason in the Bank's sole discretion.

10.3 The customer acknowledges and agrees that if the customer continues to use the Service after receiving notification of any change, the customer thereby accepts such change and agrees to be bound by them.

10.4 If the customer does not accept or agree any change, the customer must notify the Bank in writing and the Bank may take this as an indication that the customer wish to cancel the Service.

## **11. CANCELLING THE SERVICE AND ENDING THIS AGREEMENT**

11.1 The customer can cancel its use of the Service at any time by:

11.1.1 writing to the Bank at Gulf Bank KSC, PO Box 3200, SAFAT, 13032, Kuwait; or

11.1.2 by notifying the customer services team in writing; or

11.1.3 by notifying branch where the customer's Account is held in writing.

If the customer writes to the Bank to cancel the Service in accordance with this Clause 11.1, the Bank may also take this as notice that the customer wants to close immediately any Products the customer has that can only be accessed and operated via the Service.

11.2 The Bank can cancel the provision of the Service to the customer and accordingly end this agreement immediately in the following circumstances:

11.2.1 if the customer has breached, or the Bank reasonably believes that there is a breach, any element of these Terms or any Product Terms; or

11.2.2 if the Bank has reasonable grounds for believing the customer has committed in connection with any of the customer's Products that the customer can access through the Service.

11.3 The Bank will give the customer notice in writing as soon as reasonably practicable after the Service has been cancelled and this agreement has been ended under Clause 11.1.

11.4 The Bank may cancel the Service and end this agreement for any other reason by giving the customer at least 30 days' written notice in advance (including by way of sms or email).

11.5 If this agreement ends, the customer will no longer be able to access the Service. This may have an impact on some of the customer's Products, for example, any Products the customer has that can only be accessed and operated via the Service may be closed, and if the customer receives online statements for any the customer's Products the customer will no longer receive such statements.

## **12. GENERAL**

12.1 Cancelling the Service

For a period of 30 days after the customer downloads the Mobile App or otherwise subscribe to the Service, the customer has the right to cancel the Service with the Bank by writing to the Bank at Gulf Bank KSC, PO Box 3200, SAFAT, 13032, Kuwait, the customer services team, or by notifying branch where the customer's Account is held in writing.

12.2 Availability of the Service

12.2.1 The customer agrees that the Service, or services accessed through using the Mobile App or the customer's Phone or the customer's computer, may be temporarily unavailable if the bank has to carry out routine or emergency maintenance.

12.2.2 The Bank will try to inform the customer in advance but it may not always be possible to do so.

12.3 Changing the Mobile App

The layout, form and wording of the Mobile App or screens through which the customer accesses the Service, and the Service screens themselves, are subject to change by the Bank at any time.

## 12.4 Intellectual Property Rights

The customer agrees that the Bank owns or is licensed to:

12.4.1 use all intellectual property rights in the Mobile App and any documents, information or materials obtained via the Mobile App; and

12.4.2 use all intellectual property rights in the Service.

12.5 The Bank hereby grants the customer a non-exclusive, non-transferrable, non-sublicensable, royalty free, revocable and restricted licence to use the intellectual property rights in the:

12.5.1 Mobile App, in the documents, information or materials obtained via the Mobile App; and

12.5.2 The Service,

solely for the customer's use of the Service in accordance with these Terms.

## 12.6 Information about the customer

12.6.1 The customer agrees that the Bank may keep personal details that the customer or others give the Bank during the customer's relationship with the Bank.

12.6.2 Full details of how the Bank processes the customer's personal data can be found in the customer's general banking terms and conditions, and/or any other Product Terms.

12.6.3 The customer represents and warrants that the customer has the right to provide any of the information requested by the Bank and that the customer hereby gives the Bank the right to collect, use and share relevant information about the customer, the customer's Instructions, the customer's use of the Bank's Products and the Service, and the customer's relationships with the Bank, in order to provide the customer with the Service.

12.6.4 Unless the customer instructs the Bank otherwise, the Bank may contact the customer about products and services available from the Bank and from selected other companies which the Bank believes may interest or benefit the customer. If the customer prefers not to receive this kind of information from the Bank, the customer can inform the Bank by contacting the Bank's customer services team.

12.6.5 The Bank reserves the right to request additional information at any time as the Bank deems reasonably necessary to ensure that the customer is not using the Service or Mobile App in violation of these Terms or any applicable law or regulation, including without limitation, any law or regulation designated to prevent money laundering whether in or out of the State of Kuwait.

## 12.7 Notices

All notices to be given by the Bank to the customer under these Terms (including any changes to the Terms) will be given to the customer in writing, either by post, sms, email or electronically via the Mobile App. These notices shall be legally binding upon the customer and the Bank.

## 12.8 Unenforceability of the Terms

If any part of these Terms proves to be unenforceable in any way, this will not affect the validity of the remaining provisions of these Terms in any way. The Bank may occasionally allow the customer extra time to comply with the customer's obligations or decide not to exercise some of the bank's rights. However, any such delay shall not act as a waiver of the Bank's rights and the Bank retains the right to subsequently insist on the strict application of these Terms.

## 12.9 Prohibited Use

The customer warrants and undertakes that it will not use the Mobile App or the Service:

12.9.1 for any purpose that is unlawful or is not permitted, expressly or implicitly by these Terms;

12.9.2 in any manner that could damage, disable or interfere with any other party's use and enjoyment of the Service.

12.9.3 in order to obtain or attempt to obtain any information through any means not intentionally made available by the Bank or provided through the Service.

## 12.10 Survival

The customer agrees that the customer's representations and warranties in accordance with Clause 12.10 shall remain in full force and effect and shall survive the cancellation of the customer's Products, termination of the Service or the termination of the customer's relationship with the Bank.

### 13. RATES AND CHARGES

There shall be no fee for the cancellation of the Service.

#### Telebanking Services:

Telebanking Banking services include all financial and non-financial transactions initiated by the customer through static or portable devices including telephones and mobile phones any other type of channel offered by the Bank from time to time. Customer hereby agrees and acknowledges to the Telebanking Services terms and conditions below. The customer wishing to obtain other Telebanking Banking Services not included herein from the Bank shall sign the agreement relating to this service as applied at the Bank. Terms and conditions therein shall be complementary to the terms and conditions of the account opening form, and form an integral part of the terms and conditions of the application.

#### 1. Definitions:

«**Phone**» means the device, possessed and/or owned and/or controlled by the customer which has the assigned Phone Number, and through which the customer communicate with the Bank either by receiving SMS alerts or by giving the Bank Instructions and the landline used by the customer to communicate with the Bank or otherwise accessing the Service.

«**Service**» means the banking service provided by the Bank to the customer from time to time through the Phone and accessed through the Phone or the landline.

To the exception of Sections 12.3, 12.4.1 and 12.5.1 of the Online and Mobile Terms, All the Online and Mobile Terms shall apply to the Telebanking Service

#### Consumer SMS Service

##### Terms and Conditions

The customer's agreement with the Bank for the use of the Service consists of:

these Service terms and conditions and any additional terms and conditions the Bank gives to the customer relating to the Service, including the User Guide («Terms»)

These Terms shall constitute an indivisible part of the Account Opening Form Terms and Conditions.

At any time, the Bank may change the Terms in accordance with Clause 11.

The Service may be used for personal or for business purposes. No third party will have any rights under these Terms.

By signing the Service application form and/or the Account Opening application form to participate in the Service, the customer confirms that the customer have expressly read and accepted these Terms whether the customer wishes to obtain the Service on the signing date or in the future.

#### 1. DEFINITIONS

«**Account**» means the customer's approved bank account with the Bank.

«**Business Days**» mean Sunday to Thursday (inclusive) except public holidays in Kuwait.

«**Products**» means the banking accounts, including the Accounts, and other products or Services made available by the Bank from time to time.

«**Phone**» means the device owned and/or controlled by the customer which has the assigned Phone Number, and through which the customer communicates with the Bank by receiving SMS alerts.

«**Phone Number**» means the telephone number assigned to the customer's Phone and registered with the Bank.

«**Rates and Charges**» means the rates and charges payable to the Bank for using the Service or otherwise as notified by the Bank to the customer in the Bank's sole discretion from time to time including, without limitation, when the customer uses the Service.

«**Security Details**» means the unique user identification name, password, PIN, and other relevant security details as the Bank might require from time to time and which are used by the customer to access the Service.

«**Service**» means Consumer SMS Service means the SMS alerts sent to the customer's phone based on the customer's Account movement (such as, without limitation, ATM cash deposits, ATM withdrawal, point of sales usage, salary credit, visa block, loan credit, teller debit, online banking fund transfer, online banking failed transfer, credit card payment,

visa international alerts, transfer between accounts through ATM, account over draft, cheque deposit, loan payment, fixed deposit maturity date, new account opening, online payment, plus most other the bank account movements alerts that will be offered by the Bank in the future.

«User Guide» means the guidance and information issued by the Bank in connection with the Service, as amended from time to time, the current version of which can be found on the Bank's website at url <http://www.e-gulfbank.com>, or such other url as the Bank may determine in the Bank's sole discretion from time to time.

## **2. USING THE SERVICE**

2.1 The customer can use the Service by:

2.1.1 signing the SMS application form and/or the Account Opening application form at the Bank's branches; or

2.1.2 By contacting the Bank's customer Service team to subscribe to the Service.

2.1.3 By selecting the Service using Gulf Bank online banking channel.

2.2 The Bank may notify the customer from time to time of changes in the Security Details and/or method the Bank may require for accessing the Service.

## **3. THE CUSTOMER'S SECURITY DUTIES**

3.1 The customer must take all necessary precautions to keep safe and prevent any fraudulent or unauthorised use of the customer's Security Details received via SMS Service or the customer's Phone.

3.2 The customer agrees that the precautions requested under Clause 3.1 include, but are not limited to, all of the following:

3.2.1 never writing down or otherwise recording the customer's Security Details in a way that can be understood by someone else;

3.2.2 not choosing Security Details that may be easy to guess by someone else;

3.2.3 taking care to ensure that no one hears or sees the customer's Security Details when the customer uses them;

3.2.4 keeping the customer's Security Details safe, secret, and unique to the customer's Products;

3.2.5 not allowing anyone else to have or use the customer's Phone, or the customer's Security Details and not disclosing them to anyone, except when registering for or resetting the customer's Security Details or if required to be disclosed by any law;

3.2.6 keeping information about the customer's Products containing personal details (such as statements) safe and disposing of them safely and securely;

3.2.7 keeping the customer's Phone, and all devices which are used to access the Service safe and secure;

3.2.8 never recording any Security Details on any software which retains information automatically;

3.3 If any Security Details are lost or stolen, or the customer suspects that someone else has used or tried to use them, or any of the circumstances in Clause 3.9 arise, the customer must tell the Bank without delay by calling the Bank on the following numbers:

3.3.1 From Kuwait: 1805805 (Available 24 hours); or

3.3.2 From outside Kuwait: +965 22444383 (Available 24 hours),

or by notifying the branch where the customer's Account is held.

3.4 Notwithstanding Clause 3.4, if asked by the Bank, the customer must confirm in writing the loss or theft of the customer's Security Details.

3.5 The Bank will ask the customer to co-operate with the Bank and any government authority or regulatory body (or any other relevant authority) in relation to any investigation into the actual or suspected misuse of the customer's Security Details, Products, Phone, or Service.

3.6 The customer must report any unauthorised transactions or Instructions to the police or any other relevant authority within forty eight (48) hours of the Bank's request to do so. The Bank may also disclose information about the customer or customer's Products to the police or other third parties if, in the Bank's sole opinion, the Bank thinks it will help prevent or recover losses.

3.7 The customer hereby confirms, declares and acknowledges that the Phone Number (s) provided to the Bank, is owned by and/or controlled by the customer, and that any information or communication from and to the Phone, is and shall be within the customer's control.

3.8 The customer hereby undertakes to inform the Bank immediately in accordance with Clause 3.4, upon any change in the Phone Number(s), loss of the Phone or Phone Number(s), or any other dealing with the Phone being outside the customer's control and/or any change that may affect the provision of this Service to the customer.

#### **4. RATES AND CHARGES**

4.1 Rates and Charges are subject to change and details of these Rates and Charges are available upon subscription to the Service.

4.2 The Bank will debit all relevant Rates and Charges from the customer's Account, together with any duties or other relevant fees levied by any government body or regulatory authority.

4.3 The Bank shall pay all relevant Rates and Charges related to the customer's use of the Service, and the Bank shall be entitled to debit from the customer's Account any unpaid Rates and Charges in any manner the Bank deems fit.

4.4 The Bank shall have the right to increase or decrease the Rates and Charges without any notice to the customer.

#### **5. CUSTOMER'S RESPONSIBILITIES**

5.1 The customer will be responsible for any and all losses the customer, the Bank, or others may incur if the customer acts fraudulently in the use of the Service or otherwise in breach of these Terms.

5.2 The customer will be responsible for all losses if the customer fails (for whatever reason) to use the Service in accordance with the Terms (including, but not limited to, keeping the customer Security Details safe and notifying the Bank as required in accordance with Clause 3).

#### **6. THE BANK'S RESPONSIBILITIES**

6.1 The Bank will take reasonable care to ensure that any information provided to the customer by accessing and using the Service is an accurate reflection of the customer's Account movement, where the information is provided by a third party, accurately reflects the information the Bank receives from that third party.

6.2 Where information provided via the Service is beyond the Bank's reasonable control (for example, it is provided by a third party), the Bank cannot guarantee that such information is accurate or error free.

6.3 Certain information may be provided subject to certain restrictions, or on a specific basis (for example, it is only accurate as at a certain date) in which case any reliance by the customer on such information, is subject to those restrictions or valid at the time the information is provided.

6.4 The customer agrees to use the Service at the customer's own risk.

6.5 The Bank will not be responsible for any loss of or damage to the customer's data, software, computer, smartphone, Phone, telecommunications or other equipment, caused by the customer using the Service.

6.6 Unless the Bank has specifically agreed with the customer otherwise, or subject to applicable law, the Bank shall have no liability to the customer arising out of or related to the customer's use the Service at any time, or any inability to use the Service.

6.7 Unless the loss results from fraud or wilful default by the Bank, or the Bank's employees or agents, the Bank will not be liable for any special, consequential, or indirect loss, any punitive damages or loss of profits, or for any losses, costs, damages or expenses the customer incurs as a result of delay, interruption or suspension of the Service or because of any other cause beyond the Bank's reasonable control.

6.8 While the Bank takes all reasonable security precautions to safeguard data and communications, the Bank disclaims any liability if any data or communications sent by the Bank to the customer are intercepted. Neither the Bank, nor any of the Bank's associated companies or third parties working for the Bank to provide the Service will be responsible for any losses caused by connectivity failure, unauthorised access, theft, systems failure, Service interruption, computer, Phone or smartphone virus, and other factors beyond the Bank's control.

6.9 The Bank disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights, and the Bank makes no warranty or representation regarding the results that may be obtained from the use of the Service, or the accuracy or the reliability of any information obtained through this Service.

6.10 Telecommunications networks are not a completely reliable transmission medium. Neither the Bank, nor any of the Bank's associated companies guarantee the availability of the Service within a specific time frame, since the Service may be, without limitation, interrupted or discontinued. Neither the Bank, nor any of the Bank's associated companies accept liability for:

6.10.1 any losses, costs, liabilities, damages or expenses which may arise directly or indirectly if the customer cannot use the Service for any reason; or

6.10.2 any delay in, or failure of, receipt of any notifications; or

6.10.3 any costs, fees or charges of any kind incurred as a result of: (i) the Bank's dealing with the customer's Products; (ii) any debit and/or credit of the customer's Account in accordance with the customer's instructions; and/or (iii) any inaccuracy, incompleteness or malfunction contained in the information retrieved through use of the SMS Consume Service.

6.11 The Bank will not be liable to the customer (and the customer hereby excuse the Bank) if the Bank fails to carry out any of the Bank's obligations when the cause of failure is beyond the Bank's reasonable control.

6.12 If and to the extent any aspect of the Service is provided by third parties, the customer acknowledges and agrees that the Bank's relationship with any such third party Service provider is independent and the Bank will not be liable for any acts or omissions by any third party Service provider, including any modification, interruption or discontinuance of any Account by such third party Service provider.

6.13 The customer hereby agrees and acknowledges that the content of the Service is for information only and shall not constitute conclusive evidence. In the event of any discrepancies between the SMS content and the statement of account issued by the Bank the statement of account shall prevail.

## **7. INDEMNITY**

7.1 The customer hereby irrevocably agrees to indemnify and hold the Bank and any of the Bank's associated companies or third parties working for the Bank to provide the Service, partners, directors, employees, consultants and agents, harmless against any and all third party claims, liability, damages and/or costs (including but not limited to attorney fees) and against all liabilities incurred by the Bank or such associated companies or third parties (as applicable), arising out of or related to:

7.1.1 the customer's use, or any authorised or unauthorised use on the customer's behalf of the, Phone and/or the Service;

7.1.2 the Bank's reliance on information provided by the customer; and/or

7.1.3 any breach by the customer of these Terms.

7.2 The customer agrees and acknowledges that this indemnity shall remain valid and shall survive the termination of this Service with the Bank.

## **8. COMMUNICATIONS**

8.1 The Bank (and the Bank's administrators, agents, delegates or sub-contractors) may record or monitor any telephone calls the customer makes to the Bank in relation to the Service and the Bank may use any such recordings (and transcripts of them) as set out below.

8.2 All activity the customer undertakes relating to the Service, and all instructions received will be monitored and/or recorded or otherwise stored by the Bank.

8.3 The Bank records and/or stores this information:

8.3.1 to make sure the Bank carries out the customer's Instructions accurately;

8.3.2 to help the Bank maintain and improve the quality and functionality of the Service;

8.3.3 for security purposes;

8.3.4 as evidence in any dispute relating to the Service, or any instruction; and

8.3.5 for any other reasonable reason in the Bank's sole discretion.

8.4 The Bank shall be entitled to rely upon all electronic communications, orders, messages and instructions received by the Bank. The Customer understands and agrees that the customer has no right to dispute such reliance by the Bank

and the customer shall be responsible for all Phones and Phone Numbers used by the customer, and shall immediately inform the Bank of any changes to the customer's Phone Number(s) in accordance with Clause 3.9, and the Bank shall not be in any way responsible or liable for any loss, damage, costs, charges or expenses suffered or incurred by the customer by reason of this failure to do so.

8.5 The customer agrees that all communications relating to the Service or any Products, whether oral, electronic, written or otherwise, may be recorded and stored by the Bank, and reproduced in the Bank's sole discretion, or as required by any court, or government or other relevant authority.

## **9. SUSPENDING THE SERVICE**

9.1 The Bank may at any time suspend the customer's use of the Service:

9.1.1 if the Bank suspects a threat to the security of the Service;

9.1.2 if the Bank considers there is an increased risk that the customer will be unable to repay any amounts that the customer owes to the Bank or any third party; or

9.1.3 if the customer holds any Products jointly, and The Bank is required under any applicable law, or instructed by any applicable law enforcement, government, or other relevant agency, to suspend the customer's use of the Service (for example, because the Bank learns of a dispute between the joint parties).

9.2 The Bank will normally attempt to give the customer advance notice (in writing or by the phone) if the Bank is going to suspend the customer's use of the Service, explaining why the Bank is taking this action, but the Bank will not give the customer notice or details of the reason for the suspension if this would compromise any security measures, or if it is unlawful, or otherwise unreasonable in the circumstances, to do so.

9.3 The Bank may occasionally suspend the customer's use of the Service without notifying the customer where the Bank has been unable to contact the customer in advance, if required in accordance with applicable law, or if the Bank otherwise decides, in the Bank's sole discretion, such notice is not reasonable in the circumstances.

9.4 The customer can ask the Bank to lift any suspension of the customer's use of the Service by calling the Bank. The Bank will notify the customer at the time, if the circumstances leading to the suspension no longer apply, that the customer may continue to use the Service.

9.5 The Bank may suspend the Service from time to time.

## **10. CHANGES**

10.1 The Bank reserve the right to make any change(s) in the Bank's sole discretion to the Terms, including changes to the Service including, without limitation, the expansion or reduction of the Service, and any applicable Rates and Charges, at any time and shall notify the customer of any such changes by way of post, telephone, sms, email.

10.2 The Bank may make any change to the Terms under Clause 10.1 for all or any of the reasons set out in this Clause that apply:

10.2.1 following, or in anticipation of, and to reflect a change in applicable law, or to reflect a change in technology, industry guidance or code of practice or good banking practice;

10.2.2 to reflect the making of a recommendation, requirement or decision of any relevant governmental department, court, regulator or similar body;

10.2.3 to reflect the costs or consequences of any event beyond the Bank's control that may impact the Bank's provision of any of the Products, the Services or facilities to the customer;

10.2.4 to make the Terms clearer;

10.2.5 to reflect any change in the Bank's systems and procedures, including any change arising from any reorganisation of the Bank's business;

10.2.6 to reflect changes or anticipated changes in costs;

10.2.7 to improve the Service;

10.2.8 to reflect the Bank's then up to date internal policies; or

10.2.9 for any other valid reason in the Bank's sole discretion.

10.3 The customer acknowledges and agrees that if the customer continues to use the Service after receiving notification of any change, the customer thereby accepts such change and agrees to be bound by them.

10.4 If the customer does not accept or agree any change, the customer must notify the Bank in writing and the Bank may take this as an indication that the customer wishes to cancel the Service.

## **11. CANCELLING THE SERVICE AND ENDING THIS AGREEMENT**

11.1 The customer can cancel the customer's use of the Service at any time by:

11.1.1 writing to us at Gulf Bank KSC, PO Box 3200, SAFAT, 13032, Kuwait; or

11.1.2 by notifying the Customer contact center (CCC) team via a recorded call; or

11.1.3 by notifying the customer's branch in writing where the customer's Account is held.

**If the customer writes to the Bank to cancel the Service in accordance with this Clause , the Bank may also take this as notice that the customer wants to close immediately any Products the customer has that can only be accessed and operated via the Service.**

11.2 The Bank can cancel the provision of the Service to the customer and accordingly end this Agreement immediately in the following circumstances:

11.2.1 if the customer has breached, or the Bank reasonably believes the customer is about to breach, any element of these Terms or any Product Terms; or

11.2.2 if the Bank has reasonable grounds for believing the customer has committed or are about to commit a crime in connection with any of the customer's Products that the customer can access through the Service.

11.3 The Bank will give the customer notice in writing as soon as reasonably practicable after the Service has been cancelled and this agreement has been ended.

11.4 The Bank may cancel the Service and end this Agreement for any other reason by giving the customer at least 30 days' written notice in advance (including by way of sms or email).

11.5 If this agreement ends, the customer will no longer be able to receive SMS Consumer alerts. This may have an impact on some of the customer's Products, for example, any Products the customer has that can only be accessed and operated via the Service may be closed, and if the customer receives online statements for any the customer's Products the customer will no longer receive such statements.

## **12. GENERAL**

### **12.1 Cancelling the Service**

For a period of 30 days after the customer subscribes to the Service, the customer has the right to cancel the agreement with the Bank by writing to the Bank at Gulf Bank KSC, PO Box 3200, SAFAT, 13032, Kuwait, or by notifying the customer Services team, the customer's branch, where the customer's Account is held in writing.

### **12.2 Availability of the Service**

The customer agrees that the Service received on the customer's Phone, may be temporarily unavailable if the Bank has to carry out routine or emergency maintenance. The Bank will try to inform the customer in advance but it may not always be possible to do so.

### **12.3 Information about the customer**

12.3.1 The customer agrees that the Bank may keep personal details that the customer or others give the Bank during the customer's relationship with the Bank.

12.3.2 Full details of how the Bank processes the customer's personal data can be found in the customer's general banking terms and conditions, and/or any other Product Terms.

12.3.3 The customer represents and warrants that the customer has the right to provide any of the information requested by the Bank and that the customer hereby gives the Bank the right to collect, use and share relevant information about the customer, the customer's instructions, the customer's use of the Bank's Products and the Service, and the customer's relationships with the Bank, in order to provide the customer with the Service.

12.3.4 Unless the customer instructs the Bank otherwise, the Bank may contact the customer about products and Services available from the Bank and from selected other companies which the Bank believes may interest or benefit the customer. If the customer prefers not to receive this kind of information from the Bank, the customer can inform the Bank by contacting the Bank's customer Services team.

12.3.5 The Bank reserves the right to request additional information at any time as the Bank deems reasonably necessary to ensure that the customer is not using the Service in violation of these terms or any applicable law or regulation, including without limitation, any law or regulation designated to prevent money laundering whether in the State of Kuwait or outside.

#### 12.4 Notices

All notices to be given by the Bank to the customer under the Terms (including any changes to the Terms) will be given to the customer in writing, either by post, sms, email.

#### 12.5 Unenforceability of the Terms

If any part of these Terms proves to be unenforceable in any way, this will not affect the validity of the remaining provisions of these Terms in any way. The Bank may occasionally allow the customer extra time to comply with the customer's obligations or decide not to exercise some of the Bank's rights. However, any such delay shall not act as a waiver of the Bank's rights and the Bank retains the right to subsequently insist on the strict application of these Terms.

#### 12.6 Survival

The customer agrees that the customer's representations and warranties shall remain in full force and effect and shall survive the cancellation of the customer's Products, termination of the Service or the termination of the customer's relationship with the Bank.

### **RATES AND CHARGES**

1. The customer shall pay the applicable fee by the Bank for the provision of the Service. Such fee shall be deducted directly from the customer's Account. The Service shall be automatically renewed unless otherwise notified by the customer of the customer's wish to cancel the Service. In the event of automatic renewal of the Service the Bank shall deduct such fee directly from the customer's Account.

2. There shall be no fee for the cancellation of the SMS Service.

#### **Usage of ATM Cards:**

- a) Gulf Bank ("Bank") ATM card shall be issued to the customer subject to the Bank's approval. The customer shall sign to acknowledge receipt of the ATM card and its PIN. The card remains at all times the property of the Bank, and the Bank shall have the right to cancel the right of its usage and its PIN's usage or refuse its renewal, at any time, without the need to state any reason and without prior notice. The Bank shall not be responsible as a result thereof, and the customer shall return the card immediately to the Bank upon its cancellation.
- b) The Bank shall not be held liable for any loss or damage caused directly as a result of a technical failure or malfunction in the ATMs or the internet or the rejection of the card from any such machines, POS, or other banks. In the event of a proven erroneous debit to the customer's account as a result of his performing any of the above banking transactions, he shall apply to the Bank to claim refund of such amount from the merchant's account. The Bank shall contact the merchant in this regard, and in the event of validity of the customer's request, the amount shall be refunded to the customer's account, and the Bank shall credit it to his/her account within a maximum period of 30 days for transactions made in Kuwait and 60 days for transactions made abroad, from the date of receiving written instructions from the customer, together with charging the prescribed commissions. The Bank shall not be responsible for any delay in receipt of such instructions.
- c) It is agreed that all card usage inside the State of Kuwait shall be in Kuwaiti dinars; and all the due amounts of the transactions, charges and fees shall be directly deducted from the Card account automatically. For any usage of the Card outside the State of Kuwait, amounts charged shall be converted from the foreign currency to Kuwaiti Dinars and the Principal Cardholder ("Cardholder") shall be responsible to settle the exchange rate differences and any fees set by the Bank and/or any other fees applied by Visa/MasterCard organizations.
- d) The Cardholder undertakes not to use the Card for any illegal purposes. Furthermore, the Cardholder is prohibited from purchasing goods and services prohibited by local laws which are applicable in the Cardholder's jurisdiction.
- e) All executed transactions through POSs and/or ATMs are considered the sole responsibility of the Cardholder and the Cardholder may not revert back to the Bank in this concern or claim from the Bank the amounts of such executed transactions. Furthermore, the bank shall not be held responsible if the withdrawals and/or payments were not completed by the ATMs or the POSs.

- f) The Bank shall not be held responsible for or be a party to any dispute(s) that may arise between the Cardholder and the Merchant concerning the sold goods and/or services provided by the Merchant to the Cardholders.
- g) In the event that separate cards are issued for several persons participating in a joint account, each cardholder shall be jointly liable towards the Bank for all withdrawals and transactions to be made upon such account by using any of the above mentioned cards.
- h) The customer may use the card to receive other services announced by the Bank from time to time against payment of the fees and commissions determined by the Bank, and the Bank shall have the right to cancel or amend such services, fees, and commissions prescribed therefore.
- i) The Bank may cancel the card if captured by any of the ATMs, in which case the Bank may issue another card with new fees, if so requested by the customer.

**E-Commerce Transactions:**

- a) The Cardholder is eligible to use the issued ATM Card for all Local and International online transactions with partnered merchants.
  1. Local Transactions: All online purchases / transactions with local merchants over KD 25, within Kuwait, will have to be authenticated with the PIN and the One Time Password (OTP) received through SMS or Email ID registered with the bank.
  2. International Transactions: All online purchases / transactions with international merchants outside Kuwait will have to be authenticated with a One Time Password (OTP) received by SMS or Email ID registered with the bank.
- b) The Cardholder is fully responsible and liable for all transactions made using the received OTP.

**Safeguarding the Card and PIN:**

- a) The Cardholder is fully responsible for the card and undertakes to safeguard the card. If the card is stolen or lost, the Cardholder shall be liable and responsible for all consequences arising out of the misuse of the card by third parties. In such events, the Cardholder shall inform the Bank immediately to stop the card access.
- b) The Cardholder must keep and safeguard the card and the PIN separately in a safe and secured place.
- c) The Cardholder should not allow any other person to use the Card.
- d) The Cardholder should not write the PIN on the Card.
- e) The Cardholder should ensure that no one hears or sees the PIN when the Cardholder is using the PIN; and should never record the PIN on any software that retains information automatically.
- f) If the Cardholder discovers that the card is (lost, stolen or being misused), he/she must inform the Bank immediately by calling the Bank/ Cards Department on (1805805) which is available 24/7 and during official holidays; the Cardholder must within 7 days of the incident submit a written confirmation of the incident to the Bank or visit any of the Bank branches during the business official time. In the event the Cardholder does not comply with the above mentioned procedures, Cardholder shall be fully responsible for all and any damages or losses that may occur for neglecting to inform the Bank; and the Bank shall not be liable in this regard.
- g) The Cardholder agrees to receive short text messages provided through the Bank's SMS Service and agrees to the terms and conditions of the SMS Service and any amendments thereto.

**General Terms:**

- a) The above terms and conditions are governed by the Laws of the State of Kuwait. The courts of the State of Kuwait shall have the sole jurisdiction to settle any disputes arising in connection herewith.
- b) Terms and conditions are drafted in both Arabic and English languages. If there will be any conflict in interpreting any of the provisions therein between the two used languages, the interpretation according to the Arabic language shall prevail.

**Money Transfer, Payment & Collection Instructions:**

1. The customer agrees that the Bank shall not be responsible for any delay, abstention, or incompleteness of the transfer as a result of insufficient funds, error or missing information in the transfer application, imposition of any restrictions on transfers, withholding or confiscation of the amount by local or other state authorities, suspicion of money laundering in any transaction made on the customer account, or for any other reason beyond the control of the Bank.
2. The customer agrees to pay all fees and expenses due to the correspondent banks, and the Bank shall calculate estimated expenses for such banks, and shall have the right to debit such amounts directly to the customer account without his prior consent. The customer further undertakes to settle such fees or any additional expenses claimed by the correspondent banks in the event of insufficient balance in his account, at the Bank's first request.
3. In case the amount of the transfer has not been paid, the amount which the customer can claim for a refund shall be determined based on the average currency purchase rate applicable at the Bank on the same day the re-transfer has

taken place. The customer cannot claim the refund of the amount of the transfer unless he returns to the Bank what he has received in terms of bank cheques or other documents issued by the Bank, and after the Bank has received 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 shall not be responsible for any consequences resulting from any conflict, delay, error or omission in the transmission of instructions and the customer agrees that the Bank and its correspondent banks shall not be responsible whatsoever if the payment of the amount is delayed in order to obtain the required confirmation for the correctness of names and statements of the transfer order or payment instructions. The customer shall compensate the Bank and its correspondent banks for any loss resulting therefrom and in all circumstances, the Bank shall not be responsible for any loss resulting from the execution of the transfer or from any error or negligence on the part of any correspondent bank.
5. In case the customer requests the Bank to collect any sums to the customer's favor, the Bank, at its own discretion, is entitled to select any agent or sub-agents for collection. The Bank is entitled to forward the collection instruments to its agent at the customer's own responsibility. Such agents or sub-agents are deemed the customer's collection agents.
6. The customer accepts not to hold the Bank, its correspondents or agents responsible for the non-payment of cheques, bills of exchange, transfer orders, or any payment orders by the correspondent or the drawee Bank and the withholding and non-return of the said items to the Bank due to loss, falsification or forgery, insufficient funds or any other reason. The customer shall, upon its written request, accept a letter from the bank to this effect instead of the original document.
7. The customer accepts not to hold the Bank, its correspondents or agents responsible for the non-presentation or delay in raising protest for non-acceptance or non-payment of the commercial papers – within the time limits prescribed by law – that are deposited for collection or as security. The customer shall not hold the Bank, its correspondents or agents responsible for any liability related to the taking of legal proceedings to compel the debtor to pay.
8. The Bank shall not be responsible for any losses resulting from correspondence through mail/courier such as delay, loss or non-arrival of instruments including commercial papers (cheques, bills of exchange), payment instruments or orders, advises, or collection orders, instructions for stop payment or statements of accounts. The Bank is therefore entitled to debit or recover any sum that has been credited to the account but not been actually collected resulting from mail correspondence.
9. The customer acknowledges the Bank's unconditional and unrestricted right to debit the amounts of assignments of rights, L/Gs or any other amounts due from him to any and/or all of his other credit accounts, including but not limited to Al Danah Account even if this entails not to enter the draw, and make set off between the credit and debit accounts to fulfill the Bank's rights, inclusive of any fees or interest.

#### **OTHER PROVISIONS:**

1. The terms and conditions contained in the Account Opening Form are complementary to the terms and conditions contained in this brochure, and deemed an integral part hereof. The terms and conditions of the Account Opening Form shall prevail in the event of any conflict with those in the brochure.
2. The Arabic version of these terms and conditions shall prevail in case of conflict between the Arabic and English versions.
3. These terms and conditions are subject to the Kuwaiti law. The Capital (Al-Assima) courts of the State of Kuwait shall have jurisdiction to hear any dispute that may arise herefrom.