

### 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 (Charges are 3.5% inclusive of Mastercard & Visa fees).
- 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.

### SMS Service – Terms and Conditions:

#### 1. DEFINITIONS

"Products" means the banking accounts or credit cards, 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.

"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

credit card movement (such as, without limitation, ATM cash deposits, ATM withdrawal, point of sales usage, visa block, online banking fund transfer, online banking failed transfer, credit card payment, visa international alerts, transfer between accounts through ATM, cheque deposit, plus most other the bank account movements alerts that will be offered by the Bank in the future.

2. The customer must take all necessary precautions to keep safe and prevent any fraudulent or unauthorized use of the customer's Security Details received via SMS Service or the customer's Phone.
3. The customer agrees that the precautions requested under Clause 2 include, but are not limited to, all of the following:
  - 3.1 never writing down or otherwise recording the customer's Security Details in a way that can be understood by someone else;
  - 3.2 not choosing Security Details that may be easy to guess by someone else;
  - 3.3 taking care to ensure that no one hears or sees the customer's Security Details when the customer uses them;
  - 3.4 keeping the customer's Security Details safe, secret, and unique to the customer's Products;
  - 3.5 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;
  - 3.6 keeping information about the customer's Products containing personal details (such as statements) safe and disposing of them safely and securely;
  - 3.7 keeping the customer's Phone, and all devices which are used to access the Service safe and secure;
  - 3.8 never recording any Security Details on any software which retains information automatically;
  - 3.9 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 3.8 arise, the customer must tell the Bank without delay by calling the Bank on the following numbers:
    - 3.9.1 From Kuwait: 1805805 (Available 24 hours); or
    - 3.9.2 From outside Kuwait: +965 22444383 (Available 24 hours), or by notifying any branch;
  - 3.10 Notwithstanding the above, if asked by the Bank, the customer must confirm in writing the loss or theft of the customer's Security Details.
  - 3.11 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.
  - 3.12 The customer must report any unauthorized 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.
  - 3.13 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.
  - 3.14 The customer hereby undertakes to inform the Bank immediately in accordance with this Clause, 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.

- 4.1 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.
- 4.2 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).
- 5.1 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 credit card movement, where the information is provided by a third party, accurately reflects the information the Bank receives from that third party.
- 5.2 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.
- 5.3 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.
- 5.4 The Bank will not be responsible for any loss of or damage to the customer's data, software, computer, smart phone, Phone, telecommunications or other equipment, caused by the customer using the Service.
- 5.5 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.
- 5.6 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:
  - 5.6.1 any losses, costs, liabilities, damages or expenses which may arise directly or indirectly if the customer cannot use the Service for any reason; or
  - 5.6.2 any delay in, or failure of, receipt of any notifications; or
  - 5.6.3 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 Consumer Service.
- 5.7 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.
- 5.8 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.

- 5.9 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.
6. The Bank may at any time suspend the customer's use of the Service:
- 6.1 if the Bank suspects a threat to the security of the Service;
- 6.2 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
- 6.3 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).
7. 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, at any time and shall notify the customer of any such changes by way of post, telephone, SMS, email.

#### 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.

#### Applicable for non-individuals customers/business:

1. We hereby represent and warrant that we have full legal authority to request the issuance of the Card and to receive the Card and its PIN.
2. We undertake to safeguard the Card and the confidentiality of its PIN, not to expose the Card or its PIN to the risk of being lost, and will not cause any alteration of the data on the Card or its PIN and shall not cause any damage or distortion thereof.
3. We shall be responsible for all damages caused by having the Card or its PIN fall into the hands of any of our subordinates or third parties.
4. We shall assume any liability caused by the loss either of the Card or PIN, its theft, forgery, leakage of information or the unlawful use thereof, we obtain a confirmation from the Bank for stopping/canceling the card during 24 hours, and shall take the appropriate action. In all cases, we shall remain liable for any transactions to be made using the Card and the PIN, up to the date we notify you accordingly.
5. We agree that the Bank shall not be liable for any transactions to be made on our account, from the date of being notified of the cancellation of the Card up to actual cancellation in accordance with the Bank applicable procedures during 24 hours from notification.
6. We undertake to maintain in our account with you sufficient funds to cover transactions made by using the Card and its PIN through POS, or internet. Furthermore, transactions may not exceed, by all means, the amount

specified by you for daily transactions through POS, or the internet.

7. We hereby agree and acknowledge that the Bank shall not be liable to any indemnity in the event of using the debit card required in cash withdrawal transactions.
8. We shall be responsible towards the Bank for any damage resulting from the use or misuse of the Card or its PIN through the phone or fax, or any damages resulting from unauthorized usage of the Card and its PIN or resulting from our violation of the terms and conditions relating to the Card, and undertake to compensate the Bank as a result thereof.
9. The Bank shall not be held liable for any loss or damage caused directly or indirectly as a result of a technical breakdown or malfunction in the ATMs or the internet, or the rejection of the Card from any such machines, POS, or the other banks. In the event of a proven erroneous debit to our account as a result of performing any of the above banking transactions, we shall apply to you to refund such amount from the merchant's account.
10. All transactions made by using the Card and its PIN shall be recorded, in accordance with the Bank applicable procedures, on our account, with you.
11. The Bank shall have the right to cover the balance from the credit balance of any of our other account with you, we agree that the bank statements related to the transactions to be made by the Card are conclusive evidence of the Bank rights against us.
12. We agree to consider the statements of account related to your transactions made by the card as a conclusive evidence for the Bank's rights towards us, we shall, in all circumstances, be responsible - despite our objection or dispute - towards the Bank for all amounts, expenses and commissions debited to our account with the Bank.
13. The Bank reserve the right to reverse and correct any transactions on the account in the event of any error.
14. We shall be responsible for all transactions carried out outside the State of Kuwait by using the Card with or without PIN, after we request activating the outside transactions choice on the card.