

## Digital Banking services Internet Banking Online (via internet), CBK Mobile Self-service and other digital channels



The Online Banking Service and CBK Mobile Terms and Conditions is a binding and legal contract between the Client and Commercial Bank of Kuwait (hereinafter the Bank). Please read the following contents carefully before registering for Commercial Bank of Kuwait's Online Banking Services and CBK Mobile. By agreeing to these Terms and Conditions, and by clicking the "I agree" icon, you hereby declare your undertaking to be bound by the terms and conditions set out herein, as they may be modified from time to time:

All Financial transactions are subject to limits as set out by the Bank and prior/prerequisite signed application of Eservices.

**Access, Security and Confidentiality:** All Banking transactions received during Banking hours on any Business day shall be processed on that day. Instructions received at any other time shall be processed on the following business day. It is the Client's sole responsibility to ensure that their User Id and Password chosen is kept safe and confidential, and the Client understands that the failure to protect the User Id and/or password (or digital sign-in Touch ID, finger print, Face print, passcode or any future tech sign in ) may allow an unauthorized person or entity to access the Client's account. The Client hereby agrees to indemnify and hold the Bank fully harmless for any loss, damages, costs or expenses incurred as a result or in consequence of any fraudulent or unauthorized use of the Clients User ID and/or Password by any person or entity other than the Client, under any circumstances whatsoever. The Client further agrees not to fraudulently use or abuse the Banks Online Service and CBK Mobile. For security reasons the Client will not transmit via e-mail any information of a sensitive or transactional nature. E-mail service should only be used for queries and general information on Bank Services. If for any reason the Bank rejects, at its sole discretion, to process any transaction(s) type(s), the Client understands and accepts that the Bank shall not be liable for such refusal. The Bank may attempt to advise the Client but is not obligated to notify the Client accordingly. The Client acknowledges and agrees that the Bank may process any transaction upon instruction received from the Client. Once instructions have been accepted to debit the Client's account for any type of service, the Client may thereafter only cancel or amend the instructions provided the Bank has not yet acted upon such instructions. The Bank shall not be responsible, nor held liable for any erroneous payments, instructions or transactions whatsoever or howsoever caused including those arising out of incorrect data provided by the Client and the Client agrees to waive any right to request the Bank to refund such payments or request the Bank for reverse entry of funds transferred out of Client's account due to the erroneous payment instructions or transactions by the Client. It is the Client's sole responsibility to ensure correct instructions are released to the Bank and to check their transactions regularly.

The Client irrevocably authorizes the Bank to effect reverse entry for any amounts erroneously transferred or credited to the Client's account, as beneficiary, from the Bank or from any other banks or financial institutions without any objection or liability on the Bank for making such reverse entry, once the reverse entry is detected by the Bank or notified to the Bank. The Client. The Client further acknowledges and agrees to waive any right that the Client may otherwise have for holding the Bank liable for any act, omission and/or delay by the Bank in processing or following the Client's instructions due to reasons beyond the Bank's control.

- CBK Mobile App Touch Login service is provided as part of the Bank's electronic banking services, and accordingly:
- These Terms are in addition to and shall be read in conjunction with the Client Terms and Conditions and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Client Terms shall include reference to these Terms); the Client Terms and Conditions may be accessed at the registration page of CBK Mobile
- In the event of any conflict or inconsistency, these Terms shall prevail over the Client Terms and to the extent of such conflict or inconsistency.
- You acknowledge and agree that in order to use the CBK Mobile App Touch Login service:
- You must be a valid user of our mobile banking services;
- You must install our mobile app using a permitted mobile device;
- You will need to activate the fingerprint recognition function on your permitted mobile device and register at least one of your fingerprints to control access to the permitted mobile device;
- You will be required to undergo a registration process using your CBK online/ CBK mobile banking user id and password to choose to use the fingerprints you store on your permitted mobile device for accessing our mobile banking services; upon the successful registration process, the fingerprints stored on your permitted mobile device will be a security code;
- You must ensure that only your fingerprints are stored on your permitted mobile device to access the device and you understand that upon the successful registration of your permitted mobile device, any fingerprint that is stored on your permitted mobile device can be used to access mobile banking including access to your accounts; and
- You should ensure the security of the security codes as well as the password or code that you can use to register your fingerprints on the permitted mobile device.
- You may still choose to access the mobile app using your CBK online/ CBK mobile banking user ID and password.
- Each time the mobile app detects the use of a fingerprint registered on a permitted mobile device on which you have registered for CBK Mobile App Touch Login to access our mobile banking services or authorize transactions, you are deemed to have accessed the mobile banking services and/or instructed us to perform such transactions as the case may be.
- Users assume the full responsibility to protect their access credential from whatsoever they login (all electronic devices, mobile, tablets, desktop ...etc).
- By agreeing on Herein terms and conditions you agreed to all CBK digital banking services via online or/and CBK mobile (example T-Pay, QR, INSTA-Pay, CARDLESS... all transfers in/out and other future digital services without any liability on CBK).

**Liability Limitation and Indemnity:** The On Line Service is provided entirely at the sole risk of the Client. Under no circumstances will the Bank be liable to the Client or any third party for any loss, expense, costs or damages, including without limitation, direct or indirect, loss of profits or business opportunity, special, incidental, consequential, punitive or exemplary damages, whether in contract, tort, negligence, strict liability or otherwise, arising out of or in consequence of the use or inability to use the On Line Service, or any portion thereof, by the Client or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus of the On Line Service howsoever caused, or in connection with the unauthorized access to or alteration of the Clients' transmissions or data or by reason of any third party services provided outside the Bank's reasonable control (including telephone and browser services). The Client hereby agrees to indemnify and hold the Bank fully harmless against all claims, liabilities and costs, including reasonable attorney fees, of defending any third party claim or suit against the Bank in connection with the use or failure to use the On line Service provided by the Bank.

The Client acknowledges and agrees that the information and material contained in the On Line Service, including text, graphics, links or other items are provided " AS IS" and " AS AVAILABLE". The Bank does not warrant the accuracy, adequacy or completeness of this information and materials. No warranty of any kind, express or implied, including, but not limited to, the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials provided with the on line Service. The internal records of the Bank shall be conclusive evidence of all account balances and transactions as between the Bank and Client.

**Linked or Joint Accounts:** Where the Service is made available and linked to an account in two or more names with the Bank, the Client acknowledges and agrees that this service may be accessed by each account holder acting individually and alone. For such account holders, each holder shall have a separate User ID and Password if requested. CBK shall act on the instructions or authority of each individual account holder. In such cases the Clients are severally and jointly responsible for all Online Banking and CBK Mobile transactions and for any and all liabilities incurred.

**Online Banking and CBK Mobile Agreement Cancellation and Account Services:** The Client may cancel their Online Banking and CBK Mobile Agreement with the Bank by giving written notice at any time. The Bank may delay cancellation (especially if accounts are to be closed simultaneously) to allow outstanding transactions to be completed. This includes repayment of any debit balance; check clearances and fees or charges. The Bank reserves the right to refuse access to the Online Banking and CBK Mobile Service and may, at its sole discretion, cancel at any time all rights and privileges relating to the Service. In respect of Clients' who hold a joint account, the Bank will accept a cancellation authority and will terminate this service based on the written instruction received from either account holder. In cases where there is a disagreement between the joint account holders and the Bank has been informed in writing, the Bank shall accept this as notice to terminate such service for such joint account.

In addition to the terms & conditions contained in the application for opening account with your Bank as signed by us and which are considered an integral part of these terms and complementary to the same, we hereby acknowledge that we have read, fully understood and agreed to the above terms and the related obligations & effects.

Further, we acknowledge our agreement to conduct all transactions effected on our account(s) with your Bank via CBK Mobile whether for this service or any other services approved by your Bank and we agree to the resultant debit transactions and /or the transfers related to our accounts. We also acknowledge that our agreement to the above is made by us through our personal mobile which is in our possession and that we are bound by such agreement & related consequences along with our full responsibility for having the above agreed on our own accord whether by using the ATM Card Pin number and / or Face ID or Touch ID or the digital passcode. This acknowledgement is submitted by us without any responsibility on part of your Bank for our usage of the mobile or for any damages that may arise therefrom.

**Costs and Secured Collateral:** All Client's accounts whether at present or opened in the future may be used as collateral by the Bank. The Client irrevocably and unconditionally, without any right of present or future objection, accepts all authorized debits and costs arising from the use of the service, without limitation. For Data Sharing and Marketing, the Bank may analyze transactional information or disclose Client information to third party providers in order to provide certain services. The Client may be contacted by the Bank/Third Party Provider with offers that may be considered to be of interest to the Client. The Bank may also have to disclose some information to legal advisers, court orders, auditors and regulatory bodies (in order to comply with relevant law). The Client acknowledges that the Digital may use or share the information given previously, together with this information in the future for these purposes.

**Amendments to Terms and Conditions:** The Bank may from time to time amend, the terms and conditions or provide a supplemental thereto. The Bank shall notify the Client via mail, electronic mail, through our website, via publishing in its Branches or by any other means. Any and all such amendments shall be deemed incorporated into the agreement and form part thereof upon notification in the manner specified hereinbefore.

I acknowledge and agree through our signature that in the event we have opted SMS service, I shall comply with all the terms & conditions set by the bank in this regard .Further ,I acknowledge our responsibility to meet and complete all the requirements covering the usage of this service and undertake to sign a document that may be required by the bank at any time for providing the service. we also acknowledge that I reviewed the SMS agreement and fully assume responsibility for all the transactions being processed through our usage to this service .Further , I adhere to indemnify the bank against all the material & ethical damages that the bank may incur a consequence thereof.

I acknowledge that I fully understand and agree that it is permissible for the Bank to record (audio and video) all banking transactions conducted through self-services via "digital & electronic channels e.g. telebanking services (CBK Mobile and IVR) and Al-Tijari Online" for quality purpose and in order to ensure the appropriate security features governing the services offered by the Bank to its customers.