

## General Terms and Conditions of the Bank Accounts and Services

- The term "Customer" in this document shall refer to all beneficiaries of this account as well as their representatives, whether individuals, sole proprietorship, corporate or any other entity.
- In return of the Bank's approval to open an account (as defined hereinafter) for the customer; and for the customer to perform any transaction or service, the customer agrees on all these terms and conditions and any other terms and conditions that may be issued by the Bank pertinent to the banking accounts and services. These terms and conditions shall be applied to all the Bank accounts of whatever type, which the customer opens or keeps with the Bank. These terms and conditions shall govern all transactions performed on such accounts.
- The customer's signature on the forms and applications for opening the Bank accounts or for registering to use the services and products offered by the Bank and performing any transaction with the Bank shall be considered an agreement on these terms and conditions and any amendments that may be introduced thereto from time to time.

### \* Drafting:

- Words that refer singular shall also include plural and vice versa.
- For joint accounts, reference to one customer will include all customers in whose names the account has been opened.
- Words that refer to one gender shall also include the other gender, and words that refer to a person will include the individual owner, partnership, corporation, company, corporate, or any other legal person.

### \* Definitions:

In these terms and conditions, the following words and expressions shall have the meanings annexed thereto unless the context otherwise states:-

- **The Account:** It means any of the following accounts: Current Account, Al-Najma Account, Privilege Account, Fixed Deposits, Advance Interest Payment Deposit, Smart Deposit or any accounts or deposits opened with the Bank in any name, now or in future.
- **The Bank:** It means the Commercial Bank of Kuwait and all its branches.
- **The Customer:** It means any natural or legal person who holds an account with the Bank and/or is registered in or a user of any banking service or product.
- **Banking Service:** It means any banking service provided by the Bank to the customer, including, but not limited to: banking services through the Bank's branches and/or online and/or mobile banking services and/or withdrawal, deposit and payment transactions through ATMs and/or cash deposit machines and/or any other e-channels and/or any other type of banking services provided by the Bank to the Customer from time to time.
- **The Bank's Electronic Instructions:** It means the Bank's electronic documents that are available on the Internet, ATMs and banking services through telephone landlines or cell mobiles, instructions or guidelines issued by the Bank in written form or in the Bank's directory on its website.

### \* Accounts:

#### ❖ General Terms and Conditions of Accounts:

- The customer acknowledges that no account will be opened before providing all the documents required by the Bank at its absolute discretion.
- The Bank shall have the right, at its absolute discretion, to debit the customer's account with any cheques/transfer drafts, promissory notes, or payment orders drawn or accepted by the customer or his authorized agent. The Bank may also, at its sole discretion, execute any instructions related to the account despite the fact that such action or execution may result in the account becomes indebted (overdrawn) or increasing the overdraft limit, without prejudice to the Bank's right at any time not to allow the account overdraft or exceeding the limit. The customer shall be responsible for any overdraft or liabilities that may arise from or related to the account.
- A debit card may be issued for all types of accounts, whether the customer is an individual or a sole proprietorship, and for companies based on a request of the company's manager and his authorities.
- If the account is closed within three months from the date of its opening, the Bank will charge a commission, except for Al-Najma Account, My First Account, and YOU Account.
- The customer can mortgage the credit balance in his account as a collateral to get a credit card or borrow an amount of up to 90% of the credit balance available in the account if it is in Kuwaiti Dinars and 80% if the balance is in foreign currencies except for the Current Account, My First Account, YOU Account and Minors Accounts.
- For accounts of juristic persons and any other legal person, the minimum commission shall be charged at the end of each month in case the account balance falls below the minimum limit during the month as indicated in the Bank's Fees and Commissions list (Bank Tariff).
- The customer acknowledges that he has read, understood, agreed and will comply with all the laws and provisions related to all banking services provided by the Bank and made available on the Bank's website. The customer further acknowledges that he understands and is fully aware of the contents thereof and commits to all such rules and provisions and to sign any Bank applications and acknowledgements. The customer's signature thereon shall serve as a final and irrevocable approval that the customer may not recourse or challenge after signing as this is associated with binding legal and contractual obligations, whether mandated by the Central Bank of Kuwait or any other supervisory authority.

#### ➤ Minor Accounts

- The natural guardian, the legal guardian, the guardian or the mother (provided that a final judgment is issued in her favor as the guardian of the minor) may open and manage accounts in the names of minors under his guardianship.
- A mother can open accounts in the names of her minor children (as a donation account) without need for obtaining a final judgment as a guardian for her children. However, she is not entitled to manage the account or dispose of the funds in the account until she obtains a final judgment to be the guardian.
- When opening an account for a minor without obtaining a judgment to be the guardian, the mother shall sign an acknowledgment of the donation account and submits the minor's birth certificate.
- In case of opening a donation account for a minor, the donor shall, upon opening the account, comply with the acknowledgement in accordance with the provision of Article 116, Second Paragraph of the Kuwaiti Civil Law.

#### ➤ Dormant Accounts

- An account becomes dormant if no withdrawal, deposit or transfer is performed on the account for a full year by the customer. The Bank has the right to close dormant accounts in case the balance falls to zero.
- The prescribed monthly fee on such accounts is charged as indicated in the Bank's Fee and Commission List except for "Al-Najma Account, My First Account, YOU Account".
- The Bank charges a commission for activating the dormant account as per Bank's Fee and Commission List except for "Al-Najma Account, My First Account, YOU Account".

#### ➤ Terms and Conditions of individuals joints Accounts

- Accounts may be opened in the name of one person or jointly in the name of two or more persons. One, two or all of the joint account holders may withdraw from the account as agreed amongst them upon opening the account. Any of the holders of the joint account may open another separate account in his name.
- The account shall, by the force of Law and without giving notice or warning, be divided into several separate accounts and the balance shall be distributed to these accounts in any of the following cases:
  - If a joint account holder notifies the Bank that there is a dispute between him and another joint account holder or a garnishee order is served on the Bank for attaching all amounts held with the Bank in the name of any of the joint account holders. In this case, the proportion of the person in question will be frozen irrespective of the type of the garnishee order.
  - If a joint account holder dies, the deceased customer's own proportion shall be frozen if his proportion is fixed at the time of the account opening or the account shall be frozen in full in case the proportion of deceased account holder is not designated until the inheritors attend and the account is liquidated.
  - In case a joint account holder is declared bankrupt, that customer's proportion shall be frozen if his share is fixed at the time of the account opening or the account shall be frozen in full in case the proportion of that holder is not fixed until the bankruptcy administrator attends and the account is liquidated.
  - If any of the joint account holders loses his legal competence to contract, the proportion of such a joint account holder shall be frozen if his proportion is fixed at the time of the account opening or the account shall be frozen in full in case the proportion of that holder is not fixed until his guardian or custodian attends and the account is liquidated.
- In case of opening an account in the names of more than one customer i.e. joint account, all the amounts deposited in this account when opening it or thereafter shall be the property of all the joint account holders in equal shares (unless the proportion of each holder is determined in the account opening application).
- In the event of death, insolvency, bankruptcy or lack of competence of all or any of the joint account holders, the Bank shall apply the relevant legal provisions to this account immediately upon receiving a written notice from or on behalf of one of the customers advising the death, insolvency, bankruptcy or lack of competence.
- Each of the joint account holders shall be jointly and severally responsible for settling any debit balance or any obligations that may arise in connection with this account.
- In the event that the joint account is in the name of inheritors in succession to the account attributable to their inherited person, the credit balance in the account is considered and remains the property of the joint holders according to the legal shares of each of them (until it is distributed to the inheritors) [temporary account] unless the inheritors open a separate (joint) account for all of them according to the shares of each of them.
- If the joint account is for a non-Muslim couple, then in the event either of them dies, the funds in the account shall be fully due to the inheritors according to the inheritance survey statement issued according to their specific jurisdiction.
- All monies, securities, commercial papers, precious metals, end of service indemnity and other rights, whatsoever, registered or deposited at present or to be registered or deposited in future in the Customer's name with the Bank or any of its branches shall be deemed as a possessory mortgage in favor of the first party to guarantee all customer obligations towards the Bank without need to acknowledge the same. The Bank may get its dues and recover the debt directly from the monies stated above by effecting priority withdrawal and set-off over any other creditor without notice, warning or legal proceedings.
- The above conditions shall be applicable to all joint accounts opened by Muslim and Non-Muslim customers.

#### ➤ Current Account

- The account can be opened for retail and corporate customers.
- The account can be opened in Kuwaiti Dinars and in major foreign currencies applicable at the Bank.
- The minimum amount to open the account is KD 100/- or its equivalent in foreign currencies.
- The Bank does not pay interest on the credit balance of the account.
- The customer may get a checkbook on the current account following the Bank's approval.

#### ➤ Saving Account

- The account is for individuals only.
- The account can be opened in Kuwaiti Dinars only.
- The minimum amount to open the account is KD 20.
- The Bank pays interest on the credit balance available in this account according to the interest rates declared by the Bank.

- Interest accrues on the lowest balance during the month and credited to the account at the end of each month
- The Bank does not pay interest if the credit balance falls below KD 1,000 during the month.

➤ **Commercial Star Account**

- The account may be opened by individuals, companies and establishments.
- The account is opened in Kuwaiti Dinars only.
- The minimum amount to open the account is KD 250.
- The Bank pays interest on the credit balance available in this account according to the interest rates declared by the Bank.
  - Interest accrues on daily basis and credited to the account at the end of each month as per the declared tiers;
  - Interest accrues on the deposited amounts with effect from the working day following the date of deposit.
  - If the balance average drops below KD 250 during the month, the Bank will not pay any interest on the account.
  - If the balance falls below KD 250 on any day during the month, but the average balance remains at KD 250 or more, the interest shall accrue at the default rate.
  - The customer has the right to make three transfers from the Commercial Star Account to another account or to cover another account or withdraw from a branch during one month, but if the transfers exceed three transactions, interest shall accrue at the default rate.
  - In case of closing the account, the declared interest shall be paid on the average credit balance from the beginning of the month in which the account is closed to the date of the account closure.

➤ **Privilege Account**

- The account may be opened by individuals, companies and establishments.
- The account is opened in Kuwaiti Dinars only.
- The minimum amount to open the account is KD 5,000.
- The Bank pays interest on the credit balance available in this account according to the interest rates declared by the Bank.
  - Interest accrues on daily basis and credited to the account at the end of each month as per the declared tiers;
  - Interest accrues on the deposited amounts with effect from the working day following the date of deposit.
  - If the balance average falls below KD 5,000 during the month, the Bank will not pay any interest on the account.
  - If the balance falls below KD 5,000 on any day during the month, but the average balance remains at KD 5,000 or more, interest shall accrue at the default rate.
  - The customer has the right to make four transfers from the Privilege Account to another account or to cover another account or withdraw from a branch during one month, but if the transfers exceed four transactions, interest shall accrue at the default rate.
  - In case of closing the account, the declared interest shall be paid on the average credit balance from the beginning of the month in which the account is closed to the date of the account closure.

➤ **Salary Account**

- It is an account for employees working in the public and private sectors for salary transfer purpose.
- The salary account is in KD only.
- The Bank does not pay interest on the account balance.

➤ **Call Account**

- The account may be opened by individuals, companies and establishments.
- The account is opened in Kuwaiti Dinars and in major foreign currencies applicable at the Bank.
- The minimum amount to open the account is KD 5,000 or equivalent in major foreign currencies.
- The Bank pays interest on the credit balance available in this account according to the interest rates declared by the Bank.
  - Interest accrues on daily basis and credited to the account at the end of each month;
  - No interest will be paid for the days in which the balance falls below the minimum limit for opening the account during the month.

➤ **Al-Najma Account**

- The Account is for Individuals only.
- The Account is in Kuwaiti Dinars only.
- The minimum amount for opening the account is KD 500/-
- The account may not be used for salary transfer.
- No interest is paid on the balance available in this account.
- The customer is eligible to enter the draws on this account based on the amount held in the account, provided that the account balance is not less than KD 500 so that the customer is eligible to enter any of Al-Najma draws.
- If the account balance falls below KD 200/- during the month, a fee for minimum balance in the account will be charged at the end of the month.
- The customer agrees on the Bank's right to retain three months' worth of minimum balance fees in advance out of the initial deposit when opening Al- Najma account, which will be released after 90 days from the account opening date. The retained amount does not affect the draw chances eligibility.
- The Bank may immediately close the account without notice in case the balance in the account falls to Zero.
- Al-Najma account may not be opened for any of the Bank's employees and their first and second degree relatives. In all cases, the Bank may abstain from granting the prize amount if Bank finds that the winner is one of its employees or a first or second degree relative. In such case, the Bank may immediately close the account without need for giving any prior notice.

➤ **My First Account**

- The account is for children up to 14 years.
- The account is subject to the terms and conditions of minor accounts.
- The account can be opened in KD only
- The minimum amount for opening the account is KD 20/-.
- Interest accrues on daily basis for a minimum balance of KD 250/- and credited at the end of the month.

➤ **YOU Account**

- The account is for youth from 14 up to 21 years.
- The account can be opened up to the age of 24 if the customer provides a proof that he is a student.
- The account is opened as follows:
  - If the customer is 21 years or older, the customer can open the account himself.
  - If the customer is under 21 years, the account is subject to the terms and conditions of minor accounts.
  - As an exception: The customer can open the account himself, provided that he reaches 18 years and receives a salary or a monthly allowance.
- The account can be opened in KD only.
- The minimum amount for opening the account is KD 20/-.
- Interest accrues on daily basis for a minimum balance of KD250/- and credited at the end of the month.

\* **Deposits**

❖ **General Conditions:**

- Partial withdrawals from any deposits are not permitted during the placement period and the validity term agreed upon.
- The customer is allowed to transfer the accumulated interest amounts at any time during the deposit validity period to his account (except for the prepaid interest deposit) while being subject to transfer commission.
- The deposit renewed under the depositor option will carry interest at the rate for which the Bank accepts similar deposits at maturity, for the renewal period agreed upon. Payment instructions held by the Bank will be carried out on the deposit maturity date. The same instruction will be applied to the deposit on renewal unless it is agreed in writing otherwise.
- The Bank shall not bear any responsibility for the loss or theft of the certificate evidencing the ownership of deposit by its holder. The loss or theft thereof shall not obligate the Bank to issue a replacement certificate.
- The Bank reserves the right to accept/refuse premature cancellation/closure of any deposit term.
- Another account of the customer with the Bank shall be designated to which the interest or the deposit amount can be credited.

➤ **Fixed Deposits**

- This deposit is available for individuals, companies and establishments.
- The deposit is opened in Kuwaiti Dinars and in major foreign currencies applicable at the bank.
- The minimum fixed deposit amount is KD 5,000 , USD 5,000 , GBP 5,000 and Euro 25,000
- There is no maximum limit of the deposit amount.
- The deposit term till maturity ranges from 1 month to 24 months for KD deposit and from 1 month to 12 months for Foreign Currency deposit.
- Deposits may be made with maturity of 1 week, 2 weeks and 3 weeks for minimum deposit balance of KD 25,000/- and above or the equivalent in major foreign currencies.
- Customer receives a non-negotiable certificate of deposit.
- Interest on fixed deposits are paid in Kuwaiti Dinar and in foreign currencies only at maturity dates.
- The deposit will cease to earn interest after its maturity date unless renewed for another period. Interest payment options are available on Kuwaiti Dinar Fixed Deposits only.
- Premature cancellation / closure of a Fixed Deposit will relieve the Bank from the obligation to pay interest.

➤ **Advanced Interest Deposit**

- The deposit is available for individuals, companies and establishments.
- The deposit is opened in Kuwaiti Dinars Only.
- The minimum fixed deposit amount is KD 15,000
- The maximum limit of the deposit amount is KD 1,000,000.
- The total deposits interest paid in advance for a single customer should not exceed the maximum limit set for this type of deposit.
- The Range of maturity for advanced interest deposit are 3, 6, 9,12,15,18 and 24 months.
- Customer receives a non-negotiable certificate of deposit.
- Interest is paid in advance and credited to another account designated by the customer. The Deposit shall cease to earn interest after the maturity date
- In case of premature closure, the Bank will pay the principal amount less all interest paid.

➤ **Smart Deposit**

- This deposit is available for individuals, companies and establishments.
- The deposit is opened in Kuwaiti Dinars Only.
- The minimum amount for Smart Deposit is KD 10,000.
- Smart deposit has no maximum limit.
- The range of maturity is 3 months, 6 months, 12 month, 15 months, 18 months and 24 months.
- Customer receives a non-negotiable certificate of deposit.
- The interest is paid on monthly basis and credited to another account identified by the customer. The deposit shall cease to earn interest after the maturity date.
- In case of premature closure, the Bank will pay the principal amount less all interest paid in the previous period before premature date.

\* **ATM Card Terms & Conditions**

- The customer acknowledges his full understanding that when opening a new account a virtual debit/ ATM card used through the "Al-Tijari application" (online - smartphones) will be activated similar to the plastic card & shall include the same data and used in the same way, regardless of the customer's request to issue or not a plastic debit/ ATM card.
- The customer hereby authorizes Commercial Bank of Kuwait to debit the account on which this card was issued with all the withdrawals effected with this card. In case of insufficient balance or in the event the account becomes overdrawn in consequence of the withdrawal made by the customer, the customer hereby authorizes the Bank to combine or transfer the credit balances available in any of the customer's accounts to cover the debit balance in this overdrawn account. Further, the customer hereby authorizes the Bank to debit any of his credit accounts held with the Bank with all interests, fees & commissions and actual expenses arising from each withdrawal transaction. In case the credit balances in the customer's accounts are not sufficient, the customer shall comply to repay all debit balances arising from his usage of this card once claimed by the Bank. The customer hereby acknowledges to safeguard his ATM card and related PIN number and undertakes that the card & PIN number shall be used solely by him and that he shall be cautious & vigilant to protect the card against loss or theft. However and if the card / PIN number is lost or stolen, the customer undertakes to immediately notify the Bank of such loss or theft. Further, the customer shall hold the Bank harmless and discharge it from any responsibility that may arise in any way whatsoever in the event that any other person uses the card and the PIN number to withdraw monies from the customer's accounts held with the Bank. The customer also undertakes to indemnify the Bank against any loss that may be incurred by the Bank as a consequence thereof.
- The customer acknowledges that he fully understands that ATM card remains the property of the Bank and may be recalled by the Bank immediately upon demand without any prior notice. The customer undertakes to safeguard this card against any mutilation or amendment of information printed on it and to use it in accordance with the recognized and applicable rules & regulations to avoid any damage to ATMs "Automated teller Machine". However, the Bank is the only party that may determine the cost of any damage that may occur to ATMs and the customer causing such damages shall bear the repair cost. In case the card is lost or stolen, the customer undertakes to notify the Bank immediately, in writing, of such loss or theft. The customer undertakes to reimburse the Bank for any loss that may result from loss of the card or PIN number. The customer also undertakes to immediately return the reported lost card to the Bank, if found.
- The customer acknowledges that the recorded financial details generated from the ATM or POS terminals as a result of cash withdrawal or purchase or any other banking transaction conducted by the customer using the ATM card or through any of the e-payment channels e.g. (Garmin Pay, T-Pay, Tijari Wallet, etc.) shall be deemed correct and binding to the customer. The customer declares that conducting a banking transaction through the ATM or the POS shall constitute a proof that he has obtained a copy of the transaction's details from the ATM or POS terminal whether such details were obtained in the form of paper slip or electronically via SMS messages or by e-mail.
- The customer hereby declares his full awareness that the Electronic Services linked to his ATM card are automatically enabled, which includes (Local/International Payment Gateway purchases, Transfers to other accounts, Transfers through Western Union service) and any other Electronic Service that the bank may offer in the future.
- The customer agrees that the Bank may, in the future, introduce amendments or add new terms to the terms contained herein. However, these terms shall become valid/ enforceable and binding to the customer once the Bank notifies the customer of such terms in any way as deemed appropriate. If the customer breach any of the terms and conditions set out in this application form or any revised or added terms in the future, the customer shall comply to indemnify the Bank against all material or moral damages the Bank may incur in consequence of such breach. Further, the Bank may take any action as deemed appropriate to obtain its rights. The customer also acknowledges that he fully understands that in case of the joint accounts, legal responsibility shall be deemed as joint liability in relation to all terms & conditions contained in this application form or any other revised or added terms and conditions.
- The customer acknowledges his full understanding that this card is designated for conducting banking transactions through ATM/POS terminals that accept KNET, ELECTRON and MasterCard in addition to e-payment gateway.
- The customer hereby declares his full awareness that if his card gets stuck for any reasons in the ATM machine of other banks under agreement with KNET, the bank in which the ATM card was stuck shall have the right to destroy it if not claimed by the customer within one working day. As such, the customer has to apply for a new card from the Bank against new charges. The ATM card shall be given to the customer in person or to his legal representative authorized to collect the card. All documents related to ATM/POS / VISA & MasterCard/ AUTO PLUS and ELECTRON transactions are regarded as an irrefutable and conclusive proof evidencing the Bank's rights towards the customer.
- The customer hereby undertakes that he will pay the card issuance & renewal fees in addition to any other fees or commissions applicable as per the Bank's list of fees & commissions (Tariff) as approved by the Central Bank of Kuwait and any amendments that may be introduced to this list in the future.
- All details contained in the statement of account - hard copy or electronic - will be considered valid unless the Bank is notified in writing to the contrary within 15 days from the date on which the statement is issued.
- The laws enforceable in Kuwait govern this agreement and the Courts of Kuwait shall have sole jurisdiction to decide on any dispute that may arise from this agreement.
- The customer hereby acknowledges that he will bear all legal responsibility for the transactions he conducted using the card. The following cases , as an example without limitation, shall be considered as a proof and confirmation of validity of banking transactions effected on the customer's accounts with the Bank:
  - Customer signing banking transaction receipt & cash withdrawal receipt or if the card was presented at a merchant POS terminal and it was used for purchases or for obtaining services offered by third parties.
  - Entering valid PIN for conducting banking transaction using the card.
  - Conducting/completing banking transaction without the need for using the card including online purchases and similar transactions.
  - Customer accepting confirmation messages received on mobile, and by virtue of which cash withdrawal or purchase transactions were processed.
- The customer hereby complies with all laws applicable in the State of Kuwait, the terms and conditions as set by Commercial Bank of Kuwait and the terms and conditions as set by Visa & MasterCard intentional. Furthermore, the customer may not use the card for any illegal purchase transactions or for the purposes or obtaining services prohibited by law, otherwise the customer will bear all legal responsibility that may arise from violating the same. The Bank shall have the right to suspend all customer's accounts, withdraw and block the card.
- The customer hereby complies to provide the Bank with his own mobile number and complies to provide the Bank with the correct number when changing mobile number. Further, the customer acknowledges his full understanding that the Bank shall not provide him with any e-services unless he furnishes the Bank with valid and active mobile number. The customer also declares that he will bear legal responsibility for any banking transaction made through the mobile that he changed its number without notifying the Bank, in writing, of such change.

\* **Multi-Currency Prepaid MasterCard Terms & Conditions**

- This card includes multiple wallets with different currencies as set out below. The customer can select, via CBK Mobile App or Al-Tijari Online Service, the currency that he wishes to use in the transactions to be made using this card. Below are the following currencies: (Australian Dollar, USA Dollar, Canadian Dollar, Euro, British Pound Sterling, Switzerland Franc, Norwegian Krone, Swedish Krona, Danish Krone, Japanese Yen)
- This card is a prepaid card loaded by the customer by a debit being made to his KD credit balance as available in any of his CBK accounts. As such, the customer can load the card with the activated currency that he wishes to use in the purchase transaction.
- The customer hereby authorizes the bank to deduct the subscription and annual renewal fees as outlined in the bank's tariff list by debiting any credit balance available in any of the customer's Accounts.
- The customer acknowledges his full understanding that when issuing a MasterCard Prepaid it will be activated virtually through "Al-Tijari application" (online - smartphones) similar to the plastic card, it shall include the same data and used in the same way, regardless of the customer's request to issue or not a plastic card.
- The card is valid for three years, starting from the date of its issuance, and shall be renewed automatically on yearly basis. In case the customer wishes to cancel the card, this must be done by submitting a request to the bank at least one month before its renewal date, in order to avoid deducting the annual renewal commission.
- The credit balance available in the currency used by the customer to load the card shall be maintained in a designated wallet. However, the customer can load the card by any of the following methods:
  - Visiting any of the Bank's branches in Kuwait.
  - The Bank's online banking service (Al-Tijari Online)
  - CBK Mobile App.
  - The Banks Automated Teller Machines
- The Bank shall not calculate any fees when the customer transfers funds from KD credit balance as available in any of his CBK accounts to load KD wallet available on the card.
- In case the customer transfers funds from KD credit balance as available in any of his CBK accounts to load any non-KD wallet available on the card, the Bank will calculate the currency exchange rate of the currency as per the wallet loaded by the customer based on the exchange rate as determined by the Bank at the date of the transfer plus additional commission as set out in the acknowledgement attached to this card application form.
- The customer can transfer funds between the credit balances in the currency wallets available on the card to make diverse purchase transactions in any currency preselected by the customer when applying for the card, and in this case the Bank will calculate the exchange rate of the currencies converted between wallets based on the conversion rate as determined by the Bank at the conversion date plus additional commission as set out in the acknowledgement attached to this card application form.
- The customer can transfer KD credit balance as available in the relevant wallet on this card to his CBK's KD account without any fees, commissions or expenses being charged to him for such transfer.
- The credit balances available in non-KD wallets on this card can be transferred by the customer to his CBK's KD account but the Bank shall calculate currency exchange rate as determined at the date of transfer without charging any fees, commission or expenses on such transfer.
- In case the credit balance available in non-KD wallet that the customer wishes to use to make a purchase transaction is insufficient, he can use the credit balance available in any of the other KD or non-KD currency wallets to make this transaction, provided that the credit balance in any of such wallets is sufficient to cover the value of the purchase transaction to be made by the customer. However, in that case the Bank shall calculate

the exchange rate based on the currencies used in that transaction as per the rate determined by the Bank at the date of purchase transaction plus additional commission as outlined in the acknowledgement attached to this card application form.

- In case the Bank cancels the card for any reason whatsoever, the customer, hereby, authorizes the Bank to transfer all credit balances in any of the wallets available on this card to the customer's CBK account, and in this case the Bank shall calculate currency exchange rate as determined by the Bank at the date of this transfer without charging any fees, commissions or expenses on such transfer.
- The Bank cards supports contactless (NFC) payments whereby digital terms and conditions of this service shall apply upon activation.
- The use of this card shall be restricted to the credit balance loaded by the customer through debiting any of his CBK accounts. In case the credit balance in any of the currency wallets available on this card is insufficient, the purchase transaction will be declined.
- The customer is not allowed to load this card in cash and he must abide by any of the methods outlined in this card application form to move money from the credit balance available in any of his banking accounts in order to load the currency wallets available on this card.
- The maximum monthly limit of the credit balance available on the card shall not exceed KD 30,000 or the equivalent in foreign currencies.
- The maximum number of purchase transactions made by this card shall not exceed 10 transactions per day and the maximum number of cash withdrawals made using this card shall not exceed 5 withdrawals per day.
- The card remains the property of the Bank and may be recalled by the Bank immediately upon demand and the Bank also may cancel the card at any time without any prior notice to the customer. The customer undertakes to secure this card against damage or any amendment of information printed on it and to use it in accordance with the applicable rules to avoid any breakdown/damage to ATMs "Automated Teller Machine" and that the Bank is deemed to be the only party that may determine the cost(s) of this breakdown/damage thereto. The customer also undertakes that in case the card is lost or stolen, he will immediately notify the Bank in writing and complies to indemnify the Bank for any damages that may be incurred by the Bank as a result of loss of the card of the PIN. However and if found, the customer undertakes to return the lost card to the Bank.
- The customer acknowledges that the accounting statements on the paper slip retained in the ATM machine or POS terminal as a result of his cash withdrawals / purchases shall be deemed correct and fully binding on his part, and that his cash withdrawal from ATM or his transaction made via POS terminal shall always be evidenced through original copy of the slip dispensed by the machine and obtained by the customer. The customer agrees to any future amendments or any new terms & conditions added to the herein contained terms and such new terms shall be effective and binding on the customer after being notified of such terms & conditions in the way the Bank deems appropriate. In case the customer violates any of the terms & conditions contained herein or any terms & conditions as added or amended in the future, he complies to indemnify the Bank against the material or moral damages that may be incurred and the Bank may take any action it deems appropriate for protecting its interests. The customer acknowledges his full understanding that joint account holders shall jointly and legally be liable to all terms and conditions outlined in this card application form or those which were added or amended.
- This card shall be used for conducting banking transactions through ATM/POS which accept MasterCard.
- All documents related to ATM/POS/MasterCard transactions are regarded as an irrefutable and conclusive proof evidencing the Bank's rights towards the customer.
- The customer, hereby, undertakes to pay the Bank the card issuance and renewal fees and any other fees, commissions or expenses applicable as per the Bank's fees & commission list and any changes that may be introduced thereto in the future and approved by the Central Bank of Kuwait.
- The details contained in the statement of account – hard or electronic copy – will be considered correct unless the Bank is notified in writing to the contrary within 15 days from the date of the statement.
- This agreement is governed by the laws of Kuwait and the Courts of Kuwait shall have sole jurisdiction in any dispute that may arise out of this agreement.
- The customer, hereby, acknowledges that he will entirely bear legal responsibility for the transactions made using the card or via Al-Tijari Online Service or CBK Mobile App. The following cases will be considered as an evidence and confirmation on the validity of the transactions made using this card. These cases include without limitation:
  - The customer signing any purchase transaction or cash withdrawal receipt or if the card was presented at a merchant POS terminal and used for making purchase transaction or obtaining services offered by a third party.
  - Entering the correct PIN to make a transaction by the card.
  - Conducting a transaction without presenting the card, including online purchases and other transactions.
  - The customer accepting the mobile confirmation SMS/ Push Notifications or E-mail which reflect the cash withdrawal or purchase transaction as made by the customer.
- The customer, hereby, complies not to use the card for any illegal purchase transactions, services or purposes and he will entirely bear legal responsibility that may result from the violation of this clause.
- The customer, hereby, complies to provide the Bank with his own mobile number and also complies to provide the Bank with the correct mobile number if changed by the customer himself. Further, the customer acknowledges that he fully understands that the Bank shall not provide him with any electronic services in case the customer's correct and active mobile number is not provided to the Bank. The customer also undertakes to entirely bear legal responsibility for any transaction made by the mobile that he changed its number without advising the Bank in writing of such change.
- The customer acknowledges that the Bank has thoroughly and adequately explained all terms & conditions outlined in this card application form when submitting it to apply for the card and signing this application form.
- The acknowledgement attached to this card application form is an integral part thereof and is complementary to all its terms & conditions.
- I, hereby, acknowledge that I am fully aware of all fees, commissions and expenses applicable at Commercial Bank of Kuwait for all transactions to be made by the Multi Currency Prepaid MasterCard.
- I, hereby, acknowledge that I will maintain a sufficient balance in the card to cover the value of purchase transaction or cash withdrawal in addition to all actual fees, commissions and expenses outlined in this acknowledgement. Further, I hereby acknowledge that the cash withdrawal or purchase transaction made by me is considered as an explicit consent from my part that the Bank may deduct all fees, commission & expenses related to such transaction and I may not have recourse on the Bank in the future for any of such transactions and the related fees, commissions and expenses given the fact that the Bank has thoroughly and adequately explained the same as well as all the terms & conditions contained in this acknowledgement & the card application form when I signed it.
- This acknowledgement and undertaking is an integral part of the Multi Currency Prepaid MasterCard application form and complementary to its terms & conditions.

#### \* Control Account Card Terms & Conditions

When Opening Control account and issue a Card on the account from Commercial Bank of Kuwait (K.P.S.C) (hereinafter referred to as "the Bank"), you agree to comply with the below terms and conditions:

- Control Account can be opened for companies, establishments or individuals.
- The Control Account's Card has control features that make it suitable and more convenient for easy payments in government agencies in particular, managing companies & institutions employees' expenses and paying bills, etc.
- Account owner can select to activate or deactivate one or more of the following e-services upon issuance of the card or via CBK Online:
  - 1) Point of sale usage by entering the PIN number or by using Near Field Communication feature (Tap it service) through point of sale terminals.
  - 2) ATMs usage.
  - 3) Usage of the card outside Kuwait.
  - 4) K-Net payment gateway.
  - 5) Government usage (through point of sale terminals and websites of government agencies).
- The Client Relationship Terms & Conditions, which are contained in the Client Relationship Form, are integral part of the present terms & conditions and any violation thereof shall constitute breach and will result in obligations on your part towards the Bank.
- **Purchases:** The Control Account's Card can be used for purchases through POS terminals at stores or retailers and via (K-Net) payment gateway and the account's available balance shall be reduced by each successfully processed purchase transaction amount. Some POS terminals may require entering the PIN number you selected upon issuance of the card.
- **Cash withdrawals:** Your card can be used for cash withdrawal via ATMs by entering the PIN number and the account's available balance shall be reduced by the value of each cash withdrawal successfully processed.
- **Customer (Account Owner)'s responsibility:** The customer is fully responsible for the transactions processed by using the card and any commissions or damages in case of:
  - The customer's signature on any transaction, collecting cash withdrawal slip or using the card at point of sale terminals.
  - The customer's usage of the PIN number for conducting transaction by the card.
  - In case transaction is conducted by the customer without presenting the card including purchasing by mail or phone or via (K-Net) payment gateway.
  - In case any information is made available and which indicates the customer's acceptance of the transaction online or by any other means.
  - Activation or deactivation of the abovementioned usage features & authorities or other features related to the card norms shall be the responsibility of customer whether such authorities, norms or features are amended via CBK Online or CBK Mobile.
- **Card PIN number:** The (card holder) authorized by the account owner, will select the PIN number upon issuance of the card and this number must not be written on the card or disclosed to any other person other than the actual card user and you should also notify the Bank immediately in case you lose your PIN.
- **Loss/theft of card:** In case your card is stolen or lost, the customer should immediately call the contact center on 1888225 and in case you fail to notify the Bank of the same, your card may be used by other persons other than the actual card user. The customer will be fully responsible for any misuse of the card and for any amounts or balances deducted from your account due to misuse of the card. However, you can deactivate the card via CBK Online. In case the card is lost or stolen, the Bank will bear no responsibility towards you or a third party for any damages or amounts incurred due to the card loss or theft. In all cases, the customer shall be responsible for any transactions conducted by the actual card user or by a third party. Further, the customer relieves & discharges the Bank entirely & totally from any responsibility that may arise from any transactions conducted by the customer or the actual card user or a third party by using this card.
- **Card Validity:** The card is valid for three years commencing from the date of issuance.
- **Card Renewal:** The customer authorizes the Bank to debit his account linked to the card or any other accounts held with the Bank with all commissions and expenses that may result due to the card renewal. In the meantime, the Bank shall notify the customer of the value of commissions & expenses through any of the Bank's communication channels.
- **Account's Available Balance:** The account's available balance can be withdrawn in cash using the card after and subject to collecting the fees applicable in this regard.
- The customer undertakes to pay to the Bank the subscription and renewal fees or any other fees related to the Card as per the Bank's list of fees & commissions and any related amendments that may be introduced in the future as approved by the Central Bank of Kuwait.
- I, the undersigned, acknowledge that I have read this application and understood its content and agreed on its terms & conditions and obligations. I also acknowledge that I have received a signed copy of this application.
- The above terms and conditions are governed by the laws enforceable in the State of Kuwait and Kuwait courts shall have sole jurisdiction to settle any dispute that may arise out of such terms and conditions.

#### \* Swift / Telex Transfer Terms & Conditions

- These terms & conditions are legally binding on the customer to that extent they are not contradicting the customer's other contractual or legal obligations towards the Bank.
- It is understood that the swift shall be sent at the purchaser / customer / applicant's responsibility and expense, and the Bank will not be held liable and shall not incur any cost in case of any delay, procedural or technical error or in the event, the beneficiary bank rejects to receive the swift.
- The customer unconditionally and irrevocably authorizes the Bank to respond, at its absolute discretion and without referring back to the customer, to any queries received from banks or other financial institutions with respect to transfers and transactions from any or all the accounts of the customer in accordance with the Anti-Money Laundering and Combating the Financing of Terrorism Policy without contradicting the Information Security Policy.
- At the Bank's request, the customer is liable to submit the documents substantiating the transfer. This may include bills, bills of lading and any other related documents for each transfer.
- The customer acknowledges his full responsibility for the correctness & accuracy of any document or data/information that he provides Bank therewith and discharges the Bank from any responsibility relating to the same.
- The customer authorizes the Bank to obtain any required information about the customer from any government or non-government authority.
- The customer acknowledges his full awareness and approval that any requests for amendment or cancellation submitted by him shall be provided by means of a written application signed by the customer and delivered at any of the Bank's branches or any other approved channels. The Bank shall initiate work on the applications only during official working hours. Time zones shall be considered while conducting international transfers.

- The customer shall hereby comply with all the applicable laws in State of Kuwait and the terms and conditions of Commercial Bank of Kuwait and the terms and conditions of both Visa and MasterCard Corporations across the world and shall not use the service for any purchase, acquisition of services or any objectives in breach of the law. The customer shall bear the full legal liability for any breach that may arise as a result thereof. Commercial Bank of Kuwait shall, in such case, suspend dealings on all customer's accounts including withdrawals and blocking.
- The customer acknowledges the following:
  - Reading, understanding, approval and compliance with all laws and provisions related to all banking services provided by the Bank and available on the Bank's Website, in addition to compliance with all the terms and conditions.
  - Signing any of the applications and statements required by Bank shall constitute final and irrevocable approval on the contents stipulated therein and that he shall not revoke, claim, or challenge the stipulations after his signature thereon.
- The Bank shall have the right to suspend any accounts in case the Bank has suspicion of a legal or financial breach or suspicious transactions. The Bank is also entitled to withdraw and block any account of the customer without notice or warning in accordance with the Anti-Money Laundering and Combating the Financing of Terrorism Policy.
- In the event that the customer requests the cancellation of a transfer for any reason, the customer agrees to incur the cancellation charges as per the fees and commissions list, the charges of the beneficiary, intermediary and correspondent banks, if any, and to incur the exchange rate changes relevant to that transfer.
- The Bank shall have no responsibility if the beneficiary, intermediary or correspondent bank withholds the transferred amount in case of a legal suspicion arises against the beneficiary.
- The Bank shall not be responsible for any delay in processing the swift in case of force majeure and natural crisis or modification of related laws & regulations applicable or electronic system failure or error on the service providers' part or failure in processing the swift or the bad connection on the customer's part when transferring the funds himself. However, the customer shall incur the risks arising from this delay whether the said reasons occurred at local or international level.
- It is agreed that the customer / purchaser / applicant may not claim indemnity from the Bank for any damage, costs, or expenses that may arise/result from any payments effected on the beneficiary's account number as provided to the Bank by the customer / purchaser / applicant as contained in the swift transfer application form. In case the customer / purchaser / applicant insists on getting a transfer transaction processed in currency other than the official currency of the country to which funds are transferred, the customer / purchaser / applicant may not claim indemnity from the Bank for any delay in paying him or the beneficiary the transferred amount.
- The customer acknowledges to incur the fees applied by the correspondent / intermediary / beneficiary bank (if any) to be deducted from the customer's account and all commissions / fees / expenses for effecting the transfer and its payment to the final beneficiary.
- The customer shall acknowledge his commitment to accept all incurred charges covering commissions / fees / expenses / exchange rate differences in case correspondent / intermediary / beneficiary bank rejects the transfer for whatever reason.
- The customer shall incur the fees applied by the correspondent / intermediary / beneficiary bank (if any) to be deducted from the customer's account and all commissions / fees / expenses in case the customer provides incorrect details such as the SWIFT address or wrong beneficiary account or other incorrect information.
- The Bank shall not be liable for the frauds committed by third party during funds transfer nor shall be responsible for the customer's negligence or intentional inappropriate action.
- The customer acknowledges its consent that the Bank shall apply the commissions set out in the list of fees and commissions (tariff) as declared by the Bank and related amendments to be introduced in future as per banking policies & instructions.
- The Bank may initiate legal proceedings against the customer under Law no. 106/2013 and as per the Central Bank of Kuwait's instructions no. (2/BS/IBS/432/2019) and any subsequent amendments thereto in case AML/ CFT suspicions arise without any responsibility on the part of the Bank. The Bank may withhold any transferred funds if involved AML/CFT suspicions. Further, the Bank may delay the transfer for verification purposes or abstain from transferring the funds when suspecting that such transfer involves money laundering or terrorism financing. The Bank also has the right to refrain from transferring funds to individuals or companies which are included in the black list of any country or subject to international sanctions imposed thereon, or to any fictitious name or entity
- These terms and conditions are subject to and construed as per the laws enforceable in the State of Kuwait. Any judicial disputes or claims between the customer and the Bank shall be subject to the jurisdiction of Kuwait courts. This will not diminish the Bank's right to initiate legal proceedings against the customer before any judicial or legal entity whether in or outside Kuwait.
- The Bank may amend, add or cancel any of these terms & conditions, without referring to the customer, as per the policies & regulations applicable with the Bank and the Central Bank of Kuwait's instructions.

#### \* Terms and Conditions of Corporate Bodies

##### ❖ Terms and Conditions of Partnerships and Trusteeship Accounts

- We hereby request and authorize the Commercial Bank of Kuwait - until the Bank receive a written notice from anyone of us- to consider anyone of us / any two of us / all of us fully authorized to act on behalf of our partnership in all transactions with the Bank (or as per the memorandum of association as amended as well as the account opening application). We will be jointly & severally responsible with the Partnership for the settlement and payment of all amounts and liabilities owing or incurred from or by our said partnership to you, based on the demand issued by the Bank.
- We also request and authorize you, until you receive our notice in writing otherwise, to honour and debit to the partnership's account or accounts, whether the balance is in credit or overdrawn or becoming overdrawn in consequence of such debit, all cheques, drafts or other payment orders, receipts for money signed, bills accepted and promissory notes made on behalf of the partnership provided that they are signed or accepted by anyone/any two/all of us.

##### ❖ Terms and conditions for the Accounts of Commercial Companies (K.S.C), (W.L.L.) and (K.S.C.C)

- We instruct and authorize you to honour and debit to the company's account or accounts, whether the account is in credit or overdrawn or becoming overdrawn in consequence of such debit, all cheques, drafts or other payment orders, signed receipts for money, bills accepted and promissory notes made on behalf of the company provided that they are signed or accepted by anyone / any two / all the names contained on the account opening form.
- We delegate any one/any two/all of the names contained on the account opening form and giving him/her/them full authorities to perform the following:
  - To make the required arrangements for obtaining loans and/ or overdraft facilities in accordance with the Memorandum & Articles of Association.
  - To manage all the banking operations the company may have with the Bank.
  - To sign on behalf of the company all the documents that may require signature from time to time in respect of securing any advance, loans or facilities that may be granted to the company or any other liabilities on the company to the Bank by way of usual collateral or additional security.
  - To notify the Bank of these decisions which will remain in force until the board of directors passes another resolution for their amendments and until such time when the Bank receives a written notice from the Board of directors' chairman of these amendments.
  - We certify that the resolutions have been duly recorded in the Minutes of Meetings Register and that they are in accordance with the Memorandum & Articles of Association of the company. Any alteration to this form must be signed by the chairman of the company. The Bank will be notified of any changes in the composition of the Board of directors, and of any changes in the manner of operating this account with your Bank and until such official written notice of changes is received by the Bank, the attached documents will remain enforceable.

#### \* Declarations

- The person(s) is (are) fully authorized in accordance with the key documents of the customer / customers (or other key documents according to the latest update and amendment) to open, manage and close banking account(s) and in performing all transactions and other deals with the bank, jointly or severally, whether with the right to authorize others or without the right to authorize others, all within their authorized limits.
- The customer shall complete the documents and information related to the account management, the authorized signatory and the signature specimens.
- In cases of customer's death, incapacity, insolvency or bankruptcy or the occurrence of any similar incident, the Bank shall not bear any responsibility for any losses arising from any transactions on the account until the Bank receives a written notice thereof accompanied by documents acceptable at the absolute discretion of the Bank. In such cases, the Bank shall suspend all transactions on the account until the necessary measures are taken in accordance with the laws applicable on such cases.
- The customer shall incur all costs, expenses, responsibilities and obligations related to any account in any currency, including but not limited to any applicable legal or regulatory restrictions or decisions. The Bank shall not be responsible for any losses or delays as a result of such restrictions. Withdrawals in foreign currencies are subject to their availability in the Bank. Transfers from one currency to another shall be at the applicable exchange rate as the Bank may determine from time to time at the date of executing the transfer transaction.

#### \* General Conditions

- The Bank may apply the maximum ceiling of interest rate decided by the Central Bank of Kuwait and any other commissions or expenses to any debit balance resultant from debit entries passed to the account by the Bank. The customer is obliged to pay the Bank, at first demand, the amount of debit along with the accrued interest until the settlement date as well as other commissions and expenses. The Bank shall have the right to debit the account for handling charges if cheques drawn against the account are returned due to insufficient funds or for other reasons.
- The customer acknowledges his knowledge and absolute & irrevocable agreement to comply with the Central Bank of Kuwait's instructions related to closing any or all of his chequing accounts held with the Bank in the event that three or more cheques are returned due to insufficient balance in the account. The customer commits to return the chequebooks in his possession to the Bank once he receives a notification of the account closure from the Bank in compliance with the Central Bank of Kuwait instructions. Furthermore, the customer acknowledges his prior approval on any other action the Bank may take in this regard i.e. to get his name included in the list of the customers whose accounts have been closed due to returned cheques drawn by him/her or by his authorized agent, because of insufficient balance in the account. The customer, hereby, authorizes the Bank to act on his behalf and open another current non - checking account in his name instead of the closed one. The customer also authorizes the Bank to transfer to the new account, intended to be opened by the Bank on his behalf, all customer liabilities that were posted on the closed account towards the Bank or third party and which may include cash and non-cash facilities previously granted to him/her along with their relevant debit balance. The Bank may enforce all the above actions without need for customer's signature on any forms or requests or other contracts applicable at the Bank on the grounds that the customer agreement on the content of this Item is deemed a conclusive approval from his side and discharging the Bank from any responsibility for any of the actions stipulated hereinabove.
- The customer agrees that any account(s), whatsoever, opened or will be opened in his name with the Commercial Bank of Kuwait or any of its branches shall be deemed a security for one another regardless of their types and the Bank will have the right to deduct the debit balance from any the customer credit balances. Also, the Bank shall have the right to merge or consolidate any and all customer accounts or to set off or transfer any other amounts to repay any of the customer liabilities towards the Bank under any account and for any reasons whatsoever.
- The customer hereby acknowledges that he is the sole beneficiary of all the accounts existing at present or to be opened in the future in his name with the Bank and that they will not be utilized in any money laundering transaction. However, the Bank may, if it is proved otherwise, take the necessary measures and actions stipulated in Law No.106/2013 concerning Anti-Money Laundering & Combating the Financing of Terrorism as amended.
- The customer hereby declares and undertakes to provide the Bank with all the statements, documents and information identifying the sources of funds and monies being credited to his account whether in cash or through bank remittances or transfers. He further acknowledges and undertakes to furnish the Bank with the statements and information required for updating his personal information and to notify the Bank of any change that may occur on the same or on his business activities / account(s). However, in the event the customer fails to comply with the above or he abstains from providing the Bank with the required information or documents,

the Bank shall have the right to close all customer account(s) or any other accounts or to take any other action without need to serve any warning or notice to the customer. Furthermore, the Bank shall have the right to proceed with any other action it deems appropriate pursuant to the applicable laws.

- The customer acknowledges that he agrees that the Bank may obtain the information included in his Civil ID and his work address, at any time, from the Public Authority for Civil Information "PACI" without any responsibility on the part of the Bank or PACI.
- The customer hereby acknowledges, agrees and authorizes both the Bank and Credit Information Network Company (CI- Net) to exchange information about him/her, without any responsibility on the part of the Bank or CI-Net, on issues related to consumer loans and credit facilities pertaining to installment sale transactions. Such information shall be exchanged amongst banks and investment companies falling under the supervision of the Central Bank of Kuwait and commercial companies and establishments, which grant credit facilities on credit sale of commodities and services, that are participating in Information & Data Collection System stipulated under Law No. 2/2001 without the least responsibility on the part of the Bank or the Credit Information Network Company.
- The customer acknowledges his full understanding and awareness of all the required procedure to access his statements of account through the Internet Banking (CBK-Online).
- The customer acknowledges to discharge the Bank from any responsibility for not dispatching his account statements to his residential, work, postal or even e-mail address in case the customer has not provided the Bank with the correct postal or e-mail address.
- The customer's signature specimen with the Bank shall be considered in all transactions performed on all his opened accounts or the accounts to be opened in the future, as well as accounts opened through CBK- Online service (website or mobile App) unless the Commercial Bank of Kuwait receives written instructions otherwise.
- The customer acknowledges that he irrevocably authorizes the Commercial Bank of Kuwait to reverse any amounts erroneously credited to his accounts - even after death - in the following cases:
  - If the Bank finds that the customer is not the intended person as the beneficiary of the transfer order. In this case, the amount is re-transferred to the beneficiary account subject of the transfer order or to the account of the transfer applicant as the Bank deems appropriate.
  - If the transfer is made to the customer account by a government ministry or one of the State public authorities or agencies and that such authority issued instructions to the Bank to recover the amounts previously transferred whenever such instructions indicate that the customer is not entitled to such funds.
- The customer agreement thereon shall be deemed a request to benefit from all the services of the Commercial Bank of Kuwait in full. The customer hereby acknowledges his irrevocable and full compliance with all applicable terms and conditions issued by the Commercial Bank of Kuwait which the Bank may amend from time to time in respect of any of the services offered by the Bank. This also applies on joint accounts (with different parties) as agents, representatives of account holders, authorized signatories acting under a general authority or a power of attorney, whether such authorization is in writing or implied.
- Upon customer's approval hereof, the Bank shall issue a customer file number and secret number, which shall be securely saved at the Bank.
- It is agreed that the file number and secret number which will give the customer access to use the services offered by the Commercial Bank of Kuwait are correlated to the customer personally and the customer shall not, under any circumstances, disclose such information to any other person. The customer further undertakes to assume all responsibilities that may arise out of using or misusing the file number and secret number and the customer may not disclaim or reject these responsibilities towards the Bank under any justifications or excuses. The customer also irrevocably authorizes the Commercial Bank of Kuwait to discontinue the services offered to the customer and close any accounts pertaining to the customer. The customer shall settle any amounts or debts outstanding on such accounts to Commercial Bank of Kuwait without any objection. The customer further undertakes to indemnify the Bank against any loss/expenses/damages arising out of misusing the services which the Bank offers to the customer.
- The customer declares that he has perused, understood and accepted to comply with the terms & conditions relating to all the services offered by the Commercial Bank of Kuwait, copy of which has been delivered to the customer and also made available on the Bank's website. The Customer acknowledges that he has fully read and understood the contents of the terms and conditions and that he will maintain full compliance with all such rules and provisions. The customer further undertakes to sign any of the applications and declarations required by the Bank. The customer's signature thereof shall serve as a final irrevocable agreement that may not be revoked, contested or challenged after being signed because such terms and conditions are associated with binding legal and contractual obligations whether mandated by the Central Bank of Kuwait or any other regulatory authority. The customer further undertakes to periodically contact the branches of Commercial Bank of Kuwait through any means of communication which the Bank may use at any time now or in future, in order to keep himself/herself aware of the new services and any amendments that may be introduced to the terms and conditions relating to all the services of the Commercial Bank of Kuwait, whether such services are offered at branches or at the Bank's website.
- The customer conclusively and irrevocably authorizes the Commercial Bank of Kuwait to open or close his accounts and to perform banking transactions and all electronic transactions on his behalf pursuant to his instructions sent by email, Al-Tijari Telephone Service or any means stipulated under Law No. 20/2014 concerning Electronic Transactions as long as such instructions include the customer's secret number, secret code and his electronic signature without need for written signature, provided however that all conditions stipulated in the Kuwait Electronic Transactions Law No. 20/2014 are met and in compliance with the requirements of the Public Authority for Civil Information and providing the Commercial Bank of Kuwait with the customer's authenticated electronic signature certification. This also applies in respect of joint accounts (with different parties) as account attorneys, account holder representatives, authorized signatories acting under general authority or power of attorney. The customer also waives his right to object to any transaction that may have been made at his request as indicated hereinabove, whether through Al-Tijari Telephone Service or through any other electronic means as long as the requirements are satisfied as per the Electronic Transactions Law No. 20/2014, the Public Authority for Civil Information and the customer's authenticated electronic signature certification.
- The customer hereby declares that his use of any of the services offered by the Commercial Bank of Kuwait shall be deemed as an acknowledgement of his consent to the service relevant conditions and that he does not have any right to object thereto in the future. The customer also agrees to check all his accounts every month. Should the customer opt for not checking his account(s), this will constitute a consent and no objection from his part on the transactions or services offered to the customer by the Bank.
- The customer unconditionally agrees that the Bank may record all telephone calls that the customer makes with the Bank and record, by video, the transactions whether at ATMs or at branches. The customer may not object or challenge the same by any means whatsoever.
- The customer shall agree to comply with the security procedure in force at the Bank and to sign any document that the Bank may, at any time, require him to sign for performing the various services for the customer at his request whether such request is made verbally, electronically or by any other means of communications. The customer acknowledges the Bank's right to refuse to perform the customer instructions at any time if so wishes without having to give any reasons thereof.
- The customer acknowledges that all his data and information provided to the Bank are true and undertakes to notify the Bank of any change or amendment to any of his information, particularly the email, postal address and any changes that may occur with respect to his financial information. Furthermore, the customer unconditionally agrees that the Bank shall have the right to obtain any personal or financial information related to him/her that may be available with other parties whether government or non-government entities. The customer also acknowledges the Bank's right to contact any government or private entity in order to verify any information about him/her. The Bank shall have the right to close any of the customer accounts at the Bank and/or refuse to perform any transactions in the event it is established that the information given by customer to the Bank is not correct or if the Bank finds that such information has been changed without the Bank being notified of such change. The customer shall be jointly or severally liable for any outstanding obligations/liabilities whether actual or contingent, as at the date of the account closure along with interest accrues at the interest rates set by the Bank.
- The Bank reserves its right to refuse to open or close any account without having to give reasons.
- The Bank has the right to close or suspend any accounts in the event of suspicions of a legal violation or suspicious financial transactions. The Bank has also the right to withdraw and withhold any customer accounts without having to serve any notice or warning.
- The customer acknowledges his full knowledge and consent on the Bank's right to terminate this agreement, cancel any banking or electronic services and close his accounts at any time by means of written notice or any other digital communication method within 15 days prior to the date set for termination without having to give any reasons for that and without any obligations on the Bank as a result.
- The customer acknowledges that he has read this application, that he is aware of its content and agrees on the terms, conditions and obligations stipulated therein. The customer also acknowledges that he has received a signed copy of this application. The customer further acknowledges that he is constantly aware of any terms or conditions that may be introduced to this form through the Bank's website and that he knows and agrees on the content thereof.
- The Banking relationship form signed by the customer is governed by the laws applicable in the State of Kuwait and Kuwaiti courts shall have jurisdiction to settle any dispute arising out of the usage of the services the Commercial Bank of Kuwait offers to the customer under this form.

\* **Notifications**

All correspondences, notifications and legal & judicial announcements dispatched by the Bank to the customer on his addresses set forth in this agreement or to the latest address provided to the Bank by the customer via a registered letter with acknowledgement of receipt, SMS, e-mail or by any other modern means of communication that can be saved and retrieved or any other means of communication that the Bank may use shall be valid, enforceable and legally binding, from all aspects, towards the customer. However, any change of the customer's address shall only be effective or valid from the date on which the Bank receives a written notification of the change of the address or telephone number.