

TERMS AND CONDITIONS OF USE OF KUWAIT FINANCE HOUSE BAHRAIN'S WEBSITE & INTERNET BANKING SERVICES

Acknowledgement and acceptance of Terms

Kuwait Finance House (Bahrain) B.S.C. (the "Bank", "our", "us" or "we"), owns and maintains this website, (the "Website") through which the Bank may provide information on different products and services (the "Services"). By using the Website to access any of our Services (including, but not limited to, our e-banking or text message service (the "E-Banking Facility")) you acknowledge and agree that you have read and understood and agree to be, without limitation or qualification, legally bound by the following terms and conditions (the "Terms"), these Terms are not intended to replace any terms and conditions associated with the Services indeed these terms are intended to complement terms and conditions associated with the Services.

The contents of the Website, including these Terms, are subject to change by us without notification and we shall not be obliged to remove any outdated information from the Website or to expressly mark it as being outdated. You agree that your continued access to, or use of, the Website following any changes is on the basis that you agree to those changes.

Use of website

The Website including any information therein and the Services are not directed to, or intended for distribution or use by, any person or entity who is a citizen or resident of, or located or incorporated in, any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject the Bank to any additional registration, authorization or licensing requirement within such jurisdiction

Nothing stated on the Website is to constitute an offer under any applicable legislation of any Service provided by us or an inducement, solicitation or invitation to enter into a legally binding contract in connection therewith. Our opinions or statements on the website are not intended to constitute or be taken as financial, investment or professional advice or be deemed to constitute the offer or provision of financial, investment or other professional advice in any way. Any investment decision should be taken with the assistance of a qualified expert in such matters.

In order to maintain the security of our systems, protect you and detect fraud and other crimes, we reserve the right to monitor all internet communications, including web and email traffic, into and out of our Website. Monitoring includes checks for, but not limited to, viruses and other malignant code or criminal activity. You agree not to upload any harmful material; to the Website and that you will take all steps possible to prevent a third party from accessing our website using your log-in and access details.

Online Access to the Bank's E-Banking Facility

To access the E-Banking Facility You are required to register online, with the Bank for such facility. You will be asked to create log-in details and create a secret password or the like personal to yourself.

Once you have registered, you can give us instructions and access information on your accounts electronically using E-Banking Facility. You can do this for any credit card and personal finance

accounts You have with us (even though they are not otherwise covered by these general conditions), as well as for Your current and savings accounts.

Once you have registered, we can also provide text message services, involving us sending texts with information about current accounts covered by these general conditions. They are intended to provide occasional updates on accounts, and do not replace the need for you to check your statements regularly. The specific features of any account or service depend on the type you choose. You may not be eligible for all of our accounts or services or all the features they have.

Binding Transactions

You irrevocably and unconditionally accept as binding any transaction and/or instruction made or given while using the E-Banking Facility. Our records of any transaction or instructions processed while using the E-Banking Facility shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.

You must take all reasonable precautions to prevent the theft, disclosure or unauthorised use of your PIN numbers or the like provided by the Bank allowing You to access the Website and the PIN. You will be liable for the usage of the PIN, user Identification and/or passwords and any other authentication methods/devices used to access this service by authorized personnel, unauthorized personnel or any other third parties. You must inform us immediately by either telephoning the Bank's normal security desk on [] (or such other number as may be published from time to time) or by informing the counter staff at one of our branches if you become aware of any unauthorised access to your account or of the loss or theft of a record of any of your PIN or if you suspect that any of your PIN has become known to someone else.

We can reasonably rely on the authenticity of transactions conducted by a user accessing the E-Banking Facility by use of the security procedures. If we have reason to doubt the genuineness of any instruction or transaction, we may, in our sole discretion, choose not to process the instruction and/or transaction initiated through this service.

We own all information stored and transmitted through the E-Banking Facility and shall have the right to review, monitor, change or delete such information for security or administrative or any other purpose. You acknowledge that we will not provide you with any type of hardware and/or software for enabling the usage of the E-Banking Facility.

We may at our discretion include additional banking products or services in connection with the E-Banking Facility or discontinue some of the banking products and services provided in connection with the E-Banking Facility, restrict the usage of the PIN, user Identification and/or passwords and/or any other authentication methods/devices and restrict or terminate your use of the E-Banking Facility.

You acknowledge that access to some of the banking products or services available through the E-Banking Facility may require additional processing within the Bank which may take time because of differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited or credited.

Text Message Services

If you register for this service, we will send you information about your current accounts (including those in joint names) to a mobile phone registered on a Bahrain network, but not information about your savings or loan accounts. We may only allow you to register one mobile number with us at any time. This will apply to all of your accounts. However, joint account holders may each register for the service and receive information about the joint account and their other accounts.

We will not send texts on weekends or other national holidays. We will only send you each text once. If you delete a text we cannot send it again. You can end a text service for any particular account at any time. You can also ask us to suspend a text service at any time (for example, if you go abroad). To do so, you must suspend the service for all your accounts.

You are responsible for making sure no one has access to confidential information shown on (or stored in) your mobile phone and for telling us immediately if your mobile phone is lost or stolen, or if you change your mobile phone number. Otherwise we will continue to send text messages to the mobile phone and we will not be liable if your account information becomes known to someone else as a result.

If we break this agreement by not sending you a text (or by sending an inaccurate text) we will not be liable for any loss of profit, revenue, goodwill, reputation or opportunity which you suffer as a result.

Zain Bill Payment, Electronic Recharge and Prepaid Service

You can register for any of the above services for any of your current accounts. You can carry out the transaction online, or through a mobile communication device such as a mobile phone. Where the transaction is conducted through a mobile phone or the like we will then send you a **'debit text'** to tell you how much has been deducted from your account to pay for any of the above mentioned services; or an **'insufficient funds text'** to tell you if you do not have enough available funds for the desired service

We will not be responsible for the services purchased from third parties, any issues or problems associated with such third party services will have to be addressed through the said third party.

Balance advice service

You can register for our balance advice service for any of your current accounts. We will then send you texts showing the account balance and up to the last six transactions on the account. We will send you texts once a week on the day of your choice.

Exclusion of liability

Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the content of the Website, to the fullest extent permitted under the applicable law we exclude any warranties, undertakings or representations (either express or implied) that the Website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the Website or any part of the content or materials are appropriate or available for use either in the Kingdom of Bahrain or in other jurisdictions.

The Bank shall not be liable (including, without limitation, in contract, tort, negligence, statutory or otherwise) to the maximum extent permitted by applicable law for any losses, damages or expenses (including legal costs) whatsoever suffered by You or any third party arising out of the use of or access to the Website (whether authorised or not) which includes without limitation any errors or omissions contained in the Website or if the Website is unavailable, even if we have been informed of the possibility of such damage. In particular, we shall not be liable for any economic loss (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings), loss of goodwill or reputation or special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of the Website.

Access to and use of the Website is at the user's own risk and we do not warrant that the use of the Website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. You have sole responsibility for the adequate protection and back up of data and/or equipment and to undertake reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We accept no liability in respect of losses or damages arising out of changes made to the content of the Website by unauthorised third parties.

The provision by us of a link to another website does not constitute any authorisation by us for you to access material held at that location, nor is it evidence of any endorsement by us of the material held there. We accept no responsibility or liability in relation to your access and use of such websites, as these are beyond our control. We will accept no responsibility or liability in respect of any materials on any website which is not under our control.

Data Protection and Security

You agree that we may hold and process by computer or otherwise any personal or Company information provided by You and You further agree that personal and Company information may be used by us in providing or improving the KFH E-Banking Service or to respond to your queries.

We may not disclose personal or company information except: to our agents, insurers and sub-contractors who have agreed to keep your personal information strictly confidential; to credit reference agencies including full information about any Accounts; to linked suppliers to the extent that they need your personal information to provide their services to you and/or for the purposes set out above; for debt tracing or fraud prevention; to any person to whom we assign or transfer our rights and/or obligations; and if required or compelled to do so by law, or requested to do so by the police.

Although we take reasonable care to ensure the security of KFH E-Banking Service and the confidentiality of the data stored and used by it, we cannot guarantee the privacy or confidentiality of any information relating to you passing over the internet.

We may store some information on your own hard disk (a "cookie"). This helps us to match the Service to your preferences. You can choose to accept or delete cookies. Deleting them may mean the Service does not work properly.

For further details on the use of and protection of personal data and our privacy policies please see our Privacy Policy which can be found on the Website.

Geographical Area

The information on the Website has been prepared in accordance with the laws of the Kingdom of Bahrain and is directed at or provided for residents of the Kingdom of Bahrain and for the supply of products or services in the kingdom of Bahrain.

Regulatory Information

The Bank is authorised and regulated by the Central Bank of Bahrain. Details of the Bank's authorisations can be found on the following website www.cbb.gov.bh.

The information provided on the Website is provided for your information and general interest only. Any forward looking statements made on the Website and the actual results may vary materially from the forward looking statements as a result of number of factors which include but are not limited to the general economic conditions in the Kingdom of Bahrain and in other countries in which the Bank has significant business activities or investments. To that end We disclaim all liability express or implied for any representations or warranties made that this Website or the content there in is accurate, free from errors, complete, up to date or that the Services are available through the Website are suitable for you. We shall not be liable for any loss or damage howsoever caused arising as a result of use of, or reliance on, any information, whether provided by us or third parties (including anything linked to this Website), whether authorised or not, to the maximum extent permitted by the applicable law.

Nothing on this Site should be construed as an advertisement or solicitation for any products or services or their use which is not authorised by the applicable laws and regulations of your place of citizenship, domicile, incorporation or residence.

The information contained in the Website is subject to, and must be read in conjunction with, all other publicly available information, including, where relevant any fuller disclosure document published by the Bank.

Currency

All figures displayed on the Website (including, but not limited to, data in financial reports and those relating to fees, charges and profit) and any other amounts are in Bahraini Dinars (unless otherwise stated) and are current at the time of placing on the Website, but may change at any time. Currency fluctuations from time to time may also affect the figures displayed on the Website.

Copyright

We own, or are licensed in relation to, all intellectual property on this Website and all rights are reserved.

You may only print, copy, download or temporarily store extracts from the Website for your personal information when you access this Website and use KFH E-Banking Facility to operate your Account. Any use of this Website other than in accordance with these terms is not permitted.

Nothing contained on the Website should be construed as granting any licence or right of use of any trademark displayed on the Website without the express written consent of the Bank.

Trade marks

The Website contains numerous trade marks belonging to the Bank. These trademarks include, but are not limited to, the Kuwait Finance House (Bahrain) B.S.C. (c) name, the Bank's logo. If you are in doubt as to whether an item is a trade mark of the Bank, please contact us for clarification at the registered office address below.

Indemnity

You hereby agree to indemnify and to keep the Bank fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by the Bank arising from or which is directly or indirectly related to your access to and/or use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access the Website using your log-in information.

Other Policies

You agree to be bound by such other policies as may be promulgated or amended from time to time, which will be published on the following website: www.kfh.bh

Governing Law and Invalidity

These Terms of use of the Website and the Privacy Policy are governed by and are to be construed in accordance with the laws of the Kingdom of Bahrain.

In the event any provision of these Terms is held unenforceable, it will not affect the validity and enforceability of the remaining provisions and will to the extent permitted by law be replaced by an enforceable provision that comes the closest to the intention underlying the unenforceable provision.

This Agreement and any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the laws the Kingdom of Bahrain to the extent it does not contradict the principles of Shari'a as set out in the Shari'a Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions (AAOIFI) in which case the Principles of Shari's shall prevail.

Termination

These Terms and your access to the Website may be terminated at any time by the Bank with or without cause and with or without notice. All restrictions, disclaimers and limitations of liability by the Bank will survive termination.

Registered details

The Bank is registered under the laws of the Kingdom of Bahrain with Commercial Registration number [48128 on 23rd January 2002] and with its head office at PO Box 2066, Manama, Kingdom of Bahrain.