



## TERMS & CONDITIONS

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### First: General Terms

1. Account transactions shall be executed by the customer or his/their signatory representative pursuant effective and valid power of attorney. Customer hereby shall notify the bank in writing in case the power of attorney is revoked. The bank may not assume any responsibility of any disbursed amounts prior to receiving such notification.
2. Credit balance in the current account is considered "Qard Hassan", which do not accrue any profit or assume any loss, other than the amounts payable to the bank as expenses.
3. Customer shall assume responsibility against all damages due incurred by him/other to incompetence unless the bank is notified otherwise by customer legal sponsor in writing after being incompetent.
4. All present and future opened accounts in customer's name shall be considered a joint account for settlement of customer's dues to the bank regardless of nature or currency used in such accounts. All bills, securities, commodities, or other assets shall be pledged in favor of the Kuwait International Bank to ensure bank's rights with the customer whatever the source is. Hereby, customer may authorize the bank to perform clearing and transfer customer's credit balances from any account, or sale return, or pledged securities to pay off any due amounts to the bank by customer.
5. The bank decides due to its prerogative authority the minimum balance limit to open the account, and may adjust such limit from time to time.
6. Banks records and statements are mandatory to customer, and are considered customer's liability to pay the bank unless he objects on the statement within 15 days from date of notification.
7. The Customer's address specified in this application shall be the selected domicile for any correspondence or notifications to be sent to him/her from the Bank, unless the Bank receives a written notice from the Customer of his new address. The customer declares that if they do not notify the bank of a change of address the bank will not be held responsible/liable for any damages resulted from mail delivery services such as delay, loss of mail or disclosure of the confidentiality or for any other damages.
8. The bank may open and keep an account or other accounts in the name of a customer pursuant to its prerogative authority to manage and debit payment transactions due to or on the customer: Furthermore, the bank may amalgamate and unify balances of such accounts.
9. The Bank may close customer's account or accounts, in case justified, pursuant to its prerogative authority without giving any justification thereof. The customer once notified by the bank of account closing, he must return all chequebooks, credit, ATM cards and close all safe deposit boxes. Hence, customer shall be obligated to pay off immediately all debit balances and other fees due to the bank. The bank may reject opening of any account without any justification; also the bank may perform total or partial freezing of account(s) whenever needed to protect bank's rights ensued from transactions performed by customer.
10. The bank may close account without warning or notification in case customer issued three NSF cheques. In this case, the bank may transfer account balance (credit or debit) to a new account opened in the name of the customer without checking transaction facility; and all customer's liabilities ensued from credit cards and others shall be debited to this new account.
11. The bank may refrain from disbursement of drawn cheques against deposited ones for collection unless they were actually collected.
12. The bank may reject to pay off the value of cheques, drawings, bills, and other payment orders drawn on this account if the drawn balance is insufficient, even if drawing person has other credit account in the same or other branch.
13. The customer shall be committed to exert efforts to keep safe the cheque books and credit and ATM cards; and must notify the bank immediately if any of the above-mentioned items is found lost, and the bank may not assume responsibility of any transactions performed after being lost and prior to notification to the bank regarding the lost item including police report.
14. The Customer agrees that the Bank shall not be held liable for: (i) any delay, abstention or incompletion of the transfer as a result of insufficient funds, error or missing information in the transfer application, (ii) imposition of any restrictions on transfers, (iii) the amount is withheld or confiscated by local authorities or authorities in other countries or, (iv) if there is any suspicion that the transfer is involved in money laundering operations or financing of terrorism, or for any other reason beyond the Bank control. The Customer acknowledges also that the transfer transactions are carried out by the Bank to the beneficiary's account number and the Bank shall not be held liable for matching the beneficiary's name with the account number to which the transfer is made. In event amounts transferred to the Customer account erroneously in excess of the amounts required to be transferred to the Bank Customer, the Bank shall be entitled to debit such excess amount to any account belonging to the Customer at the Bank, and the Customer acknowledges to immediately repaying such excess amount to the Bank.
15. The Customer declares his full responsibility and his knowledge of the consequences resulting from all deposit transactions which are credited to his account from any person or party, unless he objects to it within 15 days from the date of the statement incorporating such deposit or from the date of his knowledge of it by any other means whichever is earlier.
16. The bank may refrain from transfer of cash from or to customer's account in case of any reasonable doubts that such transaction involves criminal action of money laundering; and the bank may not assume any responsibility facing the customer regarding any damages ensued from such refrain.
17. The bank may enter transactions performed after bank's official hours in the same day or on the next working day pursuant to bank's policies.
18. Customer must contact the bank on the first working day after occurrence of the following:
  - a. Uncollected cash due to customer fault after use of ATM machines.
  - b. Any other faults occurred regarding transactions performed on customer's account.
  - c. Customer's loss of any of the items indicated in Term (13).
19. Electronic banking automatically license the bank to debit or discount from customer's account the value of such transactions, in addition to due fees and charges from time to time. By electronic banking transactions meant pursuant to these terms the transactions performed through telephone service, ATM, POS and Internet banking, and all types of services the bank presents from time to time.
20. PIN number used by customer to process transactions on account/s at the Kuwait International Bank is considered customer's personal signature, and a proof of being responsible for the accomplished transactions on his/their account/s. The customer also agrees that in case of carrying out any transaction over his account utilizing any of the above-mentioned services, then he/they will comply with the bank's terms and conditions governing the banking accounts as well as the declared service controls uploaded on the bank's official website. The customer shall also be fully responsible to ensure and protect his own personal information while using electronic or telephone banking transaction including all messages between him/them and the bank via SMS service. The customer is solely responsible for the use of his own mobile or e-mail and shall be responsible for any resultant implications, particularly in case of loss, theft, damage, misuse, pirating and counterfeit or technical malfunctions.
21. The bank maintains the right at any time and for whatever reason to suspend temporarily/ permanently the use of electronic or telephone banking services (including SMS services) in case of technical error, whereby the bank shall not be held. Whatsoever, responsible of such implications. In addition, the bank retains its right to amend the usage method of these services from time to time without a notice. The Fees and Commissions applicable to these services shall be in terms of the tariff list approved by the bank.
22. Kuwait International Bank (KIB) has the right to announce and introduce a variety of programs, offers, discounts, promotional campaigns, rewards or benefits to its Accountholders, and the Bank (KIB) has the right to define which Accounts without the other to be included in these programs, offers, discounts, promotional campaigns, rewards or benefits, including: earning and redeeming points, program terms, expiry of points, limits for earning points, and the Bank (KIB) has the right to amend and cancel the terms and conditions of mentioned programs or any promotional campaigns, such as the offering benefits, participation terms, rewards and reward criteria levels in whole or in part and at all times. Even if these adjustments may affect the future value of points or rewards or the percentage of discounts, and the decision of the Bank (KIB) in this regard is unconditional. The Bank (KIB) shall notify the customer of any modifications in writing or through the available electronic/digital channels and within sufficient time.
23. Kuwait International Bank (KIB) announces and introduces a variety of programs, offers, discounts, promotional campaigns, rewards or benefits to its Accountholders, through the Bank's official website or any other available channel, and the customer and/or accountholder acknowledges that they are aware that the terms and conditions for these programs, offers, discounts, promotional campaigns, rewards or benefits are publicly announced and available to review via the Bank channels, therefore without any reservation or objection, the customer and/or accountholder agrees to the terms and conditions and is not entitled to object to this now or in the future regarding any of the programs, offers, discounts, promotional campaigns, rewards or benefits, or claim as an example the inability to access the Bank's website.

24. Customer shall be provided with monthly statement of account-unless agreed otherwise Customer shall be committed to notify the bank his/their objection on the statement within fifteen days from statement date; otherwise, it will be considered correct and obligatory to the customer. The account statements which are sent by the Bank to the Customer, to the address and contact details kept with the Bank shall be deemed correct unless the Bank receives a written objection from the Customer within fifteen days from the date of dispatching the statement to him via regular or electronic mail; the Customer shall be deemed to have received the account statement if the same is not requested within fifteen days from the agreed date on which the same should have been sent to the Customer. The Bank shall not be held responsible for any damages resulted from mail services (regular or electronic) such as delay, loss of mail or disclosure of the confidentiality thereof as a result of the same or for any other reasons.
25. Account will be considered 'Dormant', if there are no financial transactions (deposit or withdrawal) performed on the account by the customer for 180 successive days, the account will enter into dormancy status and will be labeled as 'Dormant' and shall be subject to the following terms:
- For Kuwaiti Customers: the account will be closed automatically by the system after 360 days of account being 'Dormant' status.
  - For Non-Kuwaiti Customers: Account with balance of KD 5 and above will be closed automatically by the system after 180 days of account being 'Dormant' status. Account with balance of KD 5 and below will be closed automatically by the system after 1 day of account being 'Dormant' Status.
  - For Non-Personal accounts : Account with credit balance will be closed automatically by the system after 180 days of account being 'Dormant' status. Account with balance of KD 0 will be closed automatically by the system after 1 day of account being 'Dormant' Status.
- A. The Bank may activate the 'Dormant' account as per the Bank's Policy on this regard
- B. For Saving Investment Account or Call Account with 'Dormant' status, once the account is closed down as per the dormancy rules, the Mudaraba contract will be terminated, ending the profit assessment
- C. The available credit balance(s) from closed accounts will be transferred to account dedicated to hold such unclaimed balance(s)
- Note:** Credit of Profit / Salary Transfer or any other bank initiated transactions shall be considered that bank initiated a transaction and are not classified as transactions carried by customer, therefore account will remain 'Dormant'
26. Profits or losses are assessed to the Investment Saving Account and the Call Account on the minimum available monthly balance. Profits shall be paid or losses shall be discounted at the end of the fiscal year for Call Account and Quarterly for Savings Investment Account based on bank's progress report. The bank shall invest in 60% of Investment Savings Account and 50% on Call Account of the minimum monthly balance, and the rest of the balance shall take the virtue of current account, which doesn't comply with the provisions of investment Mudaraba.
27. Account holder shall authorize the bank to invest the outstanding profits once credited in his/their investment account at the bank. The bank may reject deposits to investment accounts or Call account or decides the limits for accepted amounts into such accounts.
28. Account holder(s) acknowledges the bank's right to perform reverse entries over his/their account(s) for the equivalent value of the amount paid or credited into his/their account(s) by mistake. The account holder(s) agree(s) also that any credited amounts into his account by mistake shall be deemed as a debt payable by him to the bank with an immediate effect, and that the bank shall have the right to recourse upon him and claim such amounts without any delay once requested in the form and date prescribed by the bank.
29. The bank shall have 20% (and may revise when deemed necessary with notification to the customer) of the realized net profit as, its share in the investment saving account or Call account due to being a partner in Mudaraba.
30. All accounts are subject to the approved and applied Fees and Commissions list (by the Central Bank of Kuwait), and all listed fees must be paid on their due dates, free and clear of any taxes, duties, assessments or charges of whatsoever nature, reason or by whomsoever imposed, whether currently in effect or to imposed in the future. The Bank is entitled to change, cancel, add, and amend any item in its Fees and Commissions list which will be in effect immediately after its circulation in the Bank branches and/or through the available electronic/digital channels and within sufficient time. He/she declares that he/she accepts all the fees and commission stated therein and amendments thereof or additions thereto from time to time. He/she undertakes to keep sufficient amounts at any of his/her accounts with the Bank to cover the fees and commissions. The Customer hereby authorizes the Bank to collect such fees and commissions from any credit balances of the Customer's accounts with the Bank.
31. The Customer hereby authorizes the Bank to irrevocably exchange and obtain any information about him/her and his/her accounts from other Banks and institutions participating in the risk control system and Ci-Net without any responsibility whatsoever on the Bank in respect thereof. Additionally, Customer shall authorize the bank to obtain related personal or corporate information issued by the Public Authority of Civil Information or the Public Authority of Industry or the Chamber of Commerce and updated information without responsibility assumed neither by the said institutions nor by the bank.
32. Relationship between the holder of an account and the bank shall be subject to the provisions of effective laws that do not oppose the provisions of Islamic Shari'a, and pursuant to bank's Articles of Association.
33. The Bank shall have the right, at all times, to amend these terms and conditions (specified for any type of accounts). The new terms and conditions shall apply to all the accounts of the Customer from the effective date of such new terms and conditions, and the Bank shall notify the customer of any modifications in writing or through the available electronic/digital channels and within sufficient time.
34. In case any of the stipulations thereof becomes null and ineffective, it will not affect the consistency and effectiveness of the rest of the stipulations or provisions thereof.
35. Pursuant to the law No106/2013 concerning measures against Money laundering and financing of terrorism and it's executive regulatory and Central Bank of Kuwait rules and regulations and appendix thereof, the customer(s) shall assume responsibility of any deposit transactions into his/their account by any other person or institution unless rejected by the customer within forty eight hours effective deposit notification.
36. The customer shall provide the documents and forms showing his tax position of the customer and any other documents the bank asks according to Ministerial Decree number 48/2015 and Law 109/2015 related to FATCA. And if in case the customer doesn't respond or refuse or fail to provide the required documents related to FATCA, the bank has the absolute authority to notify / report the customer to regulatory authority as per FATCA Law in this regards.
37. The Bank shall ensure confidentiality of customer information and bank accounts, and may not disclose any information related to customer and their accounts, save in the cases where the customer authorizes the Bank to disclose private bank information to a third party or authorizes the Bank to provide the regulatory/judicial authorities with such private information when required/requested by these authorities.
38. The parties hereof agree that the address and contact details specified in this application shall be the selected domicile for all correspondence related to his accounts with the Bank, and for all disputes or lawsuits arise from such accounts before all grades of litigation and for all the compulsory execution measures. All correspondence, legal or court notifications to be sent to him/her from the Bank to this address by mail, fax, email, registered or first class mail shall be true, valid and effective for all legal consequences. The selected domicile of the customer shall be the location, which is legally specified for notifying the customer officially and for sending all correspondence to him in terms of all his accounts with the Bank. Any change of this domicile, post office box number, or fax number, email shall be effective from the date of receiving a notification of such change by a registered mail delivered to the Bank. Any documents or materials served by the attorney general shall be deemed effective and with legal effect and the defaulting party's right thereof shall be deemed forfeited.
39. The Customer undertakes not to misuse the account in violation of the terms and conditions, or use the same in the activities violating the Instructions of the Central Bank of Kuwait on Money Laundering and Financing of Terrorism, and further undertakes to notify the Bank in writing, and before the concerned employee, in case of entry of another party as an actual beneficiary of the account and to provide the supporting documents for that.
40. I, We, hereby acknowledge the receipt of a copy of the Terms and Conditions and commissions applicable on our accounts and all documents that contain my signature. I, we, also declare that we have been acquainted with terms and conditions, which we have reviewed, understood, and approved.

#### Second: Joint Accounts:

1. All deposited amounts in the account - regardless of who is the depositor - shall be equally owned by all partners. The shares of the partners shall be deemed equal unless otherwise agreed in a written agreement that is submitted to the Bank at the time of opening the account.
2. The bank may freeze the balance of the joint account, and distributed equally or by percentage agreed upon among partners thereof in any of the following cases:
  - a. Partner notifies the bank of dispute erupted with other partners.
  - b. Attachment of any partner's amount in possession of the bank shall cause freezing of the balance of the partner thereof.
  - c. Decease of any of the partners.
  - d. Bankruptcy of any of the partners.
  - e. Legal incapacitation of any of the partners.
3. Partners shall be jointly responsible to settle due amounts in this account.

**Third: Accounts of Sole Proprietorship Companies:**

1. The bank may assume that the adopted signature/s at the bank authorize the signatories the right of disposition on behalf of such company as the case indicated in the form of opening account and documented in the Memorandum of Association of the company.
2. Must notify the bank of any amendments regarding establishment of the sole proprietorship company or company's management of accounting process, and the bank shall execute last instructions indicated in its records as of receipt of amendment notification supported by documentations.

**Fourth: Declarations Regarding Companies Accounts:**

Only for shareholding and limited liability companies; we undertake and declare the following:

1. Deposit / discount from company's account/s all cheques, drafts, payment orders, bills, and promissory notes that has been signed or accepted or issued by the company.
2. The person/s authorized of management of account process must enjoy the following authorities:
  - a. Take necessary financing arrangements pursuant Articles of Association of the company.
  - b. Manage all other banking transactions performed by the company.
  - c. Sign on behalf of the company all documents that needs signature from time to time regarding any collateral or guarantees for company settlements or other liabilities in favor of the bank the company must comply with.
3. Hereby the customer undertakes and is committed to notify the bank immediately of any changes or amendments might take place regarding company's management, proprietorship structure, authorized signatories, or any other information or conditions that might affect the financial position of the company. The following attached documents are considered effective until the date the bank receives notification of any amendments or changes thereof:
  - a. Authenticated copy of Memorandum of Association or copy of Board of Directors' resolution dated/regarding management of account.
  - b. Commercial registration certificate.
  - c. Authenticated copy of the certificate issued by Chambers of Commerce and Industry in which authorized signatory is identified.
  - d. Names of Chairman and members of the Board of Directors.

At the Bank's request Customer will provide to the Bank updated documents such as (Civil ID, Address, Contact Number, Employer Details, etc....). In case the Customer fails to submit the same within 5 working days of date of request / notification. The Bank will have the right to suspend operations in the Customer's account without prejudice to the Bank.

I/We acknowledge that all funds deposited and transferred to and from the account are the source of funds is from the company operations and business, the bank will not be held responsible/liable for any illegal acts and any misuse.

**Fifth: Politically Exposed Person (PEP):**

1. Any natural person, whether as customer or beneficial owner, who is or was entrusted with a prominent public function in the State of Kuwait or in a foreign country, such as Head of States or of governments, senior politicians, senior government, judicial or military officials (colonel rank and above), senior executives of state owned corporations, and important political party officials.
2. The definition also includes any person who is or has been entrusted with a prominent function in an international organization, such as directors, deputy directors and members of the board. This term also includes up to second degree family members and close associates.

**Sixth: Applied Laws and Legal Jurisdiction:**

1. In the event of a conflict between the Arabic and English texts of these terms and conditions, the Arabic text shall prevail.
2. Any dispute that may arise in respect, hereof, shall be subject to the Kuwaiti Law and to the jurisdiction of the Kuwaiti Courts, and the Customer, hereby, confirms their submission to the jurisdiction of the Kuwaiti Courts of the Governorate of the Capital of the State of Kuwait.