e-Services Terms And Conditions

Kuwait Finance House [KFH] or (the Bank) offers Electronic Banking Services (the "e-Services") to enable certain account holders and other clients of the bank (the "Customer") to manage and process their banking transactions through the Bank, using various electronic means of communication such as (but not restricted to) the Personal Computer, Mobile Phones and Landline Phones.

The bank offers these e-Services to the customer who desires to utilize and avail of the said services that are offered by the Bank. It is understood and mutually-agreed upon that the availability and utilization of these e-Services is subject to and governed by the Terms and Conditions hereinafter set forth.

In consideration of the premises and mutual covenants set forth herein, and in reliance on the application and specific representations, acknowledgments and acceptance of applicant set forth in his application, all of which are incorporated herein by reference as if fully set forth herein and made an integral part hereof, the customer agrees, accepts, acknowledges and declares as follows:

1) Definitions:
As used in these Terms and Conditions, the following words and expressions shall have the meanings set forth respectively against each of them as follows:

KFH shall mean Kuwait Finance House or any branch or branches thereof within the State of Kuwait.

Customer shall mean any natural or juristic entity that has entered into this agreement with the Bank for the provision of these services by completing the application form for this service and has accepted and agreed to the Terms and Conditions herein set forth and whose application has been accepted by the Bank.

Account shall mean any account or accounts held by the KFH in the name of the customer for which the service is available.

KFH Online shall mean the e-Service provided by the Bank whereby the customer, by means of any personal computer, modem, browser and ISP is allowed to gain access to Bank in order to perform some or all of the following functions:

• Obtain information on his accounts and Credit Card.
• Transfer money between his accounts.
• Transfer money from other local Kuwait bank to his pre-paid card through the KNET payment gateway.
• Make payments to third parties, including Utility bills.
• Order statements and cheque books.
• Report lost Card.
• Use and/or apply for any other facilities to obtain information or products or services provided by KFH, such as Real Estate, Investment or Financing, or Leasing which may be made available within the service.

Allo Baitak shall mean the e-Service provided by the Bank at two levels:

• Through the IVR System (Interactive Voice Response)
  - Whereby the customer, by means of a capable Telephone, can access the Bank’s computer systems to perform the following:
  - Obtain information on the account and card balance, transactions passed over such accounts or cards registered under the Bank’s system.
  - Execute financial transactions such as transfers, for payment utility bills and credit card payments. Request account statements and cheque books.
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2) Shifting and Acknowledgment:
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  - Execute financial transactions such as transfers, for payment utility bills and credit card payments. Request account statements and cheque books.
  - Use other facilities, which may be made available within the Service.
- Through Allo Baitak Customer Service Representative
  - The following additional services can be handled:
    - Money transfer within KFH accounts.
    - Standing order instructions.
    - Telex transfers.
  - Request information on, and apply for, various products or services

SMS Shall mean the Short Message Service type of e-Service provided by the Bank, whereby the customer, through the means of his mobile phone and preferably mobile services provider, may receive, and gain access to, predefined and standardized SMS messages, which may contain instructions to, and/or notifications of, the Customer’s accounts balance information. These messages may be (but are not restricted to):
  - Salary posting notification
  - Account balance activity notification
  - High/low account balance threshold notification
  - Credit Card activity notification
  - High/low Credit Card balance notification
  - Any other function and/or notification made available in the future.

KFH Mobile service shall mean the e-Service provided by the Bank wherein the customer, through means of a compatible mobile communications device, either by visiting a Bank-specified website, or via a downloaded application program (App) supported by the bank, may gain access, and effect changes, to his account through various functions availed by the Bank, as it sees fit and/or suitable.

Personal Computer (PC) shall mean the specific computer hardware and system software belonging to or used by the Customer.

Modem shall mean a communication device belonging to or used by the customer.

Browser is the software that facilitates viewing of Internet (HTML) documents. The KFH Online service has been designed to be used with Microsoft Internet Explorer v5.0 or a better, similarly compatible browser software. The customer shall also own a licensed copy of the Browser software on his PC.

ISP (Internet Service Provider) is an organization that provides the customer with connection services to the internet. The customer will have signed a separate agreement with an ISP of his choice.

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All terms herein used in the singular shall apply to the plural and all terms used in the masculine gender shall apply to the feminine gender and vice versa.

2) KFH may, at its absolute discretion, amend or change any of the terms and conditions herein at any time, as it sees fit and necessary, without prior notice of such amendment or change to the customer. However, KFH will endeavor to make said changes available for the customer’s convenience using the best possible means.

3) The Customer hereby authorizes the Bank to accept, and act upon, electronic instructions previously-applied for, and provisioned, and under specific e-Services, to effect changes to the customer’s accounts through the service, provided that such transactions are authenticated by the use of the customer's Username and/or Secure password and/or Personal Identification Number (PIN).

4) If two or more persons are named as the customer in respect of any account, the Bank shall have the right, when providing the e-Services, to accept and act upon instructions authorizing account withdrawals, payments or transfers given by anyone of the person named as the customer.
The Customer agrees, accepts and undertakes to preserve the strict confidentiality of any and all of the stated e-Services facilities pertinent to User IDs, Passwords and PINs (Personal Identification Number) whether issued by the Bank or selected by the Customer. The Customer shall not use Personal Identification Number (PIN) allocated for any other purposes as a password.

6. Security

a. The Customer shall take all necessary precautions to prevent fraudulent use of his or her Username, Passwords and PIN.

b. The Customer shall never write down the Username, PIN and Password in a way, which could be accessed, or otherwise used by someone else.

c. The Customer shall never disclose the Username to anyone.

d. If the customer has ensured the secrecy of the Username, PIN and Password, the Customer will avoid any transaction on the account by unauthorized person.

e. The Bank shall not be responsible for any damage to the Customer's mobile device or its operating system or its data or its software via the internet.

f. The Customer shall be responsible for, (i) the misuse of the Service; (ii) misuse of any passwords, formulae, security devices or other means of access authorized by the Bank to be used to obtain the Service stated herein, and to ensure that the Mobile devices shall at all times rest with the Customer.

7. If the Customer suspects someone knows the passwords, the customer must inform the Bank’s Help Desk Service immediately and change his passwords. Failure to do so will cause, the customer to be liable for any unauthorized transactions on the account.

8. The Bank will use its best endeavors to effect any transactions on the day the Customer requested however, the Bank shall not be bound by, nor shall it be liable to, the customer for being unable to effect the same.

9. Provision of the e-Services will not confer any right on the Customer to overdraft the accounts except to the extent of any over draft facility to which the Bank agrees to make from time to time. In case of Deposit/ Saving Accounts, the account shall not be overdrawn.

10. The Customer hereby undertakes and agrees to use KFH's e-Services solely for his or her own personal use and not to copy, sell, part with, take possession of, nor make any other use whatsoever.

11. The Customer declares and acknowledges that transactions processed by means of the e-Services shall be subject to the limits as may be imposed or established by the Bank from time to time, whether as a result of the Bank's internal regulations because of controls, limits or restrictions required or imposed by any legal or regulatory authority.

12. It is hereby understood and agreed by the Customer and the Bank that payment and transfer instructions made through the e-Services cannot be cancelled on the day that the payment or transfer is due to be made. The Bank will make its best endeavors to facilitate any other cancellation request but will not be liable if such cancellation is not possible.

13. Without prejudice to the provisions of the Terms and Conditions herein set forth, the Bank reserves the right to reserve any entry and make any necessary adjustments which may be required or necessary to the accounts on the business day following the date on which the entry was made.

14. The Banks books, records, electronic records, documents, vouchers, advice and other documents relating to transactions shall be the
The Customer hereby declares and agrees that he shall acquire no title to any programs, Software code, specifications, techniques or other information supplied by the Bank to the Customer for the services set out on the Bank's website (www.kfh.com) and are available by telephoning the KFH Customer Service Center. If any changes are made, details of the new changes will be communicated to the Customer and will also be available on the website. By signing this agreement, the customer hereby gives KFH the right to charge any and all the amounts to his account at KFH with no objections or responsibility on KFH.

The Customer agrees that the Bank shall not be liable or responsible for any loss, damage, cost, expense whatsoever suffered or incurred by the Customer or any third party as a result of inaccurate financial and/or other information provided by the Customer via the e-Services stated herein.

The Customer agrees that the Bank reserves the right to demand a written confirmation of certain transactions as and when the Bank sees fit, and is entitled to decline any instructions without necessarily stating its reasons.

The Customer agrees that the Bank shall have the right to record the Customer's conversation when placing instructions for execution of transaction(s) if it so wishes, and to use such recording as a means of evidence in the resolution of transaction(s) of any legal problem or dispute which may arise in the future.

The Customer agrees that Bank shall not be liable or responsible for any loss, damage, cost, expense whatsoever suffered or incurred by the Customer as a result of any breach of the Terms and Conditions hereof.

The Customer agrees that the Bank shall not be held liable for any mistake(s), omission(s), error(s), delays etc. in the following events:

a. Internet failure due to communication infrastructure.

b. Network congestion deficiency.

c. Change of mobile number by the Customer without prior notification to the Bank.

d. The Customer being outside the reach of the signal.

e. Any other reason beyond the control of the Bank.

The Customer acknowledges that his attention has been drawn by the Bank and that he has taken notice of the limits and limitations of technology at present and the restrictions on the use of the e-Services and that availability of the e-Services depend on the application of technology and restrictions on use and hereby releases and discharges the Bank from any and all responsibility thereof or for not being able to use the e-Service for any reason whatsoever.

The Customer hereby declares and agrees that he shall acquire no title to any programs, Software code, specifications, techniques or other information supplied by the Bank to the Customer for the e-Services available on the website. By signing the agreement, the Customer hereby states his agreement to the terms stated in its marketing material but shall not be bound by said terms nor shall it be liable for not being able to abide with such terms.

The Bank reserves the right to demand a fee for using the Bank's e-Services. The current charges for the e-Services are set out on the Banks website (www.kfh.com) and are also available by telephoning the KFH Customer Service Center. If any changes are made, details of the new changes will be communicated to the Customer and will also be available on the website. By signing this agreement, the customer hereby gives KFH the right to charge any and all the amounts to his account at KFH with no objections or responsibility on KFH.

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I accept to subscribe in SMS Baitak service for annual fees of 10 KWD.

Conditions of KFH’s e-Services, as stated herein.

I, the undersigned, have received, read and agree to the Terms & Conditions herein.

The signed acknowledgement herein affirms that the customer has consented to the Bank to act upon any and all verified and reasonably executable instructions received by the customer, via any of the e-Services channels used by the customer and provided by the Bank, as outlined herein, while the Bank reserves the right to decline any such request as it sees fit, and without stating the reasons.

Customer Name

Customer account number

Customer Civil ID

Customer email

Customer Mobile Number

Customer Signature

Date

For KFH Use Only

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<tr>
<th>Branch</th>
<th>Staff Name</th>
<th>Staff #</th>
<th>Staff Signature</th>
<th>Topping of the employee's signature</th>
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رقم البطاقة المدنية للعميل ..................................................
البريد الإلكتروني للعميل ...................................................
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