

Terms & Conditions Covering ABK Mobile Banking Service

First – Definitions:

1- The following terms and expressions shall have the meaning assigned to them:

ABK Mobile Banking Service or “the Service:”	The electronic secured banking service that allows the customer to perform online financial and banking transactions such as account enquiries, transfers, payments, and other types of banking transactions via ABK mobile app.
The Bank:	Al Ahli Bank of Kuwait. K.S.C.P. (ABK), State of Kuwait.
Customer:	Any person, natural or juristic (corporation) holding an account with the Bank.
Account:	Any account(s) opened in ABK in the name of the customer.
Customer’s Instructions:	Any application or order sent by the customer to the Bank via ABK Mobile Banking service.
Financial and Banking Transactions:	All the financial services provided by the Bank and listed in its services from time to time, including balance inquiries, statement of account, transfer between accounts or other accounts inside or outside the Bank, purchase and sale of currencies, credit card services, Terms deposits renewals payment of bills, ATM withdrawal, loans, commercial services such as documentary credits, letters of guarantees, and other services provided by the Bank to its customers.
Password:	It is the number, word, or code entered by the Customer himself - without any interference from the Bank - to identify himself to login the Bank’s Service at the Bank’s mobile app.

Second - General Conditions:

The Bank shall provide the service (ABK Mobile Banking) according to the following conditions:

- 1) The Bank shall provide (ABK Mobile Banking) service 24 hours a day. The Customer’s login by using his Password shall be his / her consent to use the Service with all its risks in the manner detailed hereinafter.
- 2) This service (ABK Mobile Banking) is subject to change. Changes to the service will be published on the Bank’s website.
- 3) The Bank shall have the right to terminate the Customer’s use of the Website and (ABK Mobile Banking) Services at any time without stating the reasons thereof.
- 4) The information transferred by internet can be intercepted, intruded or controlled. The Customer shall bear all risks resulted from such transfer.
- 5) To ensure the confidentiality of information and data transferred, the customer shall undertake not to reply to any messages he/she receives by email, to reply to any questions, requests or inquiry whatsoever, or the contents there of which may indicate that it is sent by the Bank. If the Customer receives any of such e-mails, he/she shall undertake not to reply or execute any requests mentioned therein. He/she shall bear all the responsibilities, risks and losses that may result from violation of the same.

Third - Conditions for using “ABK Mobile Banking” Service:

The Bank

- 1) The use of ABK Mobile Banking services (ABK Mobile Banking) is subject to the Bank’s approval. The bank may cancel the use of the service (ABK Mobile Banking) or cancel the User Mobile Banking account, or refuse to renew the duration of use at any time, without the declaration of the reasons, with no liabilities on the Bank as a result of such action as well as the right to amend the service (ABK Mobile Banking).
- 2) The customer undertakes the responsibility to maintain the Password of the service (ABK Mobile Banking). Accessing the service (ABK Mobile Banking) can only be attained by using the customer’s Password. The

customer acknowledges that he or she shall bear all the consequences related to the use of his or her Password to access Al-Ahli Bank of Kuwait's services. The use of the Password to access this service (ABK Mobile Banking) is considered a sufficient action to hold the customer responsible to all implications resulting from such action, regardless of whether the transactions were conducted by himself/herself or not. Therefore, the customer does not have the right to dispute the validity of transactions with the vindication of using the Password, unless the customer notifies the Bank before conducting such transactions of losing the Password or that he or she shared it with third parties and bears all damages arising from sharing such sensitive data or passing them over to the one of his or her affiliates or third parties, and is fully responsible for all the consequences of leakage, theft, loss, and misuse of the service (ABK Mobile Banking) and the Password as a result of that action. The customer commits to never respond or answer any text (SMS) messages, even those that claim or indicate that they are from the Bank, asking the customer to share or update his data of any type or content. In the case that the customer replies, then the customer is fully responsible and bears all the losses that may result from this response.

- 3) The customer agrees to keep in his account(s) with the Bank sufficient funds to cover all withdrawals, transfers or transactions relating to the use of the (ABK Mobile Banking) Service through the Password; the amount of the withdrawals, transfer or transactions should not exceed the limit that is specified by the Bank for daily withdrawals and may not-in any time, for the (ABK Mobile Banking) withdrawals or transfers or transactions, to exceed the credit balance of the customer's account.
- 4) All withdrawals, transfers and transactions effected using the (ABK Mobile Banking) service will be registered as applicable in the Bank on the customer's account(s) designated in the application and to any other customer's account(s) with the Bank; the Bank may debit any of the customer's credit accounts with the Bank towards settlement of the debit balance resulting from any transaction completed using the said service. Statements relating to withdrawals, transfers or transactions completed by the (ABK Mobile Banking) service will be considered conclusive evidence on the rights that the customer owes to the Bank and the customer agrees thereto.
- 5) The Bank will not be considered liable for any loss or damage that may result directly or indirectly as a result loss or damage arising directly or indirectly due to the malfunction to the service (ABK Mobile Banking) or in the case of rejecting the Password
- 6) In the In case of issuing additional cards or a User Mobile Banking Accounts and Passwords for use by other joint persons on the same joint account, each one will be treated as jointly responsible to the Bank for paying all withdrawals, transfers and transactions that are completed on this account using any of the said cards or using any of the related Passwords.
- 7) The customer may use the (ABK Mobile Banking) service for obtaining other services that may be announced from time to time by the Bank against fees and commissions charged by the Bank; the Bank may cancel or change these services related fees and commissions.
- 8) The service ABK Mobile Banking may be cancelled at any time in the case of loss or theft of the Password. In such case the bank may issue a new Password with new charges.
- 9) The Bank shall have the right to set aside at its discretion any transferred funds to the Customer's accounts in the event of any doubt that a money laundering operation is involved, without any responsibility on the Bank.
- 10) The legal representative of the Company shall send a letter to the Bank, stating the powers and number of users and access rights required for each of them. The Company shall be fully responsible for all the financial and banking transactions carried out by any user. The legal representative of the Company

acknowledges that he/she is fully aware that he/she may not use the Company's Accounts for his own benefit. The Company and its legal representative shall be fully responsible for the user's action.

Fourth - Costs and Charges:

Fees and commissions on the transactions made by the Customer via this Website shall be calculated in accordance with the list of fees and commissions applicable by the Bank. The Customer agrees that all such fees, commissions, interests, correspondence banks fees, shall be debited to his/her Account. The Bank reserves the right to amend or change these fees.

Fifth - Termination of Service:

Without prejudice to paragraph (1) of Article (2) herein, the Customer shall have the right to terminate the service provided to him by serving a written notice to the Bank one month prior to the date specified for termination. The Customer acknowledges the validity of all debit balances results from the transactions made until the suspension of the Service and in accordance with the statements of Bank's records and entries and the account statements issued.

Sixth - Applicable Law and Jurisdiction:

These terms and conditions shall be governed by the law of the State of Kuwait and shall be subject to the jurisdiction of the courts the State of Kuwait Capital.

Seventh - Language of the Contract:

The Arabic text herein shall be the applicable text in case of any contradiction with the English one.

The Customer fully acknowledges the acceptance of all terms and conditions that govern this Service as stated above. His/Her signature affixed to these terms and conditions shall be a declaration from his/her side that he/she accepts them.