



Terms and Condition For Opening Bank Account

First: For all accounts

- Account transactions shall be executed by the customer or his/their signatory representative pursuant effective 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.
- Credit balance in the current account is considered "Hassan" loan, which do not accrue any profit or assume any loss.
- Customer shall assume responsibility against all damages due to incompetence unless the bank is notified otherwise by customer legal sponsor in writing after being incompetent.
- 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 favour 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 payoff any due amounts to the bank by customer.
- The bank decides due to its prerogative authority the minimum balance limit in the account, and may adjust such limit from time to time.

The minimum amount required to open Al Ihmar Call Account and minimum amount required to maintain to earn a profit are listed in the below table.

Currency of account	Currency of account	Minimum amount required to maintain to earn a profit
Kuwait Dinar	30,000	30,000
US Dollar	100,000	100,000
Great Britain Pound	75,000	75,000
Euro	100,000	100,000
Saudi Riyal	375,000	375,000

Note: No profit will be assessed for the month if amount of an account is less than the minimum amount as listed in the above table.
6. Bank's 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.

- 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.
- 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 check books, credit, ATM cards and close all safe deposit boxes. Hence, customer shall be obligated to payoff 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.
- The bank may close account without prior warning or notification in case customer issued NSF checks. 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.
- The bank may refrain from disbursement of drawn checks against deposited ones for collection unless they were actually collected.
- The bank may reject to payoff the value of checks, 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.
- The customer shall be committed to exert efforts to keep safe the check 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.
- 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.
- The bank may enter transactions performed after bank's official hours in the same day or on the next day pursuant to bank's policies.
- Customer must contact the bank on the first working day after performance of the following:
 - * Uncollected cash due to customer fault after use of ATM machines.
 - * Any other faults occurred regarding transactions performed on customer's account.
 - * Customer's loss of any of the items indicated in term (12).

- 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 the computers, telephone service, ATM, POS and Internet banking, and all types of services the bank presents from time to time.
- 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.
- Customer shall be provided with statement of account every three months -unless agreed otherwise - using customer's address registered in bank's records. 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.
- If no transactions performed on the account whether by deposit or drawing for 180 successive days, the account is considered dormant and shall be subject to the terms that must be applied on such accounts and pursuant to the guidelines issued by Central Bank of Kuwait in this concern. The bank may activate the existing accounts pursuant to bank's policy and Central Bank guidelines. If the balance in this account is zero for 180 days, the bank will close the account on 181st day, without prior notice to the account holder.

For the Savings Investment Account (or Call Account) becomes dormant account and does not register any transaction for 912 consecutive days, the system shall automatically close the account on the 913th day, terminating the Mudaraba contract and ending profit assessment. The available credit balance will be transferred to an account dedicated to hold such unclaimed balances.

- Profits or losses are assessed to the Investment Saving Account and the Call Account on the minimum available monthly balance, which will be the minimum balance required for investment purposes as identified for each type of account. Profits shall be paid or losses shall be discounted at the end of the fiscal year 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.
- 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.
- Holder of the account agrees to bank's right to perform reverse entries on his/their account the equivalent value of the amounts paid or debited to his/their account by mistake. He/They agree(s) also on bank's right of recourse and compliance with settlement of such amounts as decided by the bank.
- 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.
- 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.
- 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.
- The bank may amend stipulations and provisions thereof at any time and the process the bank chooses, taking into consideration notification of the customer in this concern. In case the customer does not object within 15 days from date of notification, amendment is considered approved.
- 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.
- 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 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. The customer declares that he/she is the beneficiary of opening the account.
- 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.
- The bank shall not divulge the information pertaining to the customer to the third party unless the customer agrees that such information may be disclosed to any third party in compliance with any regulatory agency or as required by any applicable law or court order.
- The parties hereof agree that all legal documents shall be deemed served by fax or emails shown against their names in this agreement. Either party shall notify the other of any amendment or change to its corresponding information. In the event where these information are incorrect or the amendment or adjustment thereof was not notified properly, 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.

Second: Joint Accounts:

- All deposited amounts in the account - regardless of who is the depositor - shall be equally owned by all partners unless agreed otherwise.
- 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:
 - Partner notifies the bank of dispute erupted with other partners.
 - Attachment of any partner's amount in possession of the bank shall cause freezing of the balance of the partner thereof.
 - Death of any of the partners.
 - Bankruptcy of any of the partners.
 - Legal incapacitation of any of the partners.
- Partners shall be jointly responsible to settle due amounts in this account.

Third: Accounts of Sole Proprietorship Companies:

- 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.
- 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:

- Received copy of Terms and Conditions effective on our accounts, which we have reviewed, understood, and approve of it.
- Deposit / discount from company's account/s all checks, drafts, payment orders, bills, and promissory notes that has been signed or accepted or issued by the company.
- The person/s authorized of management of account process must enjoy the following authorities:
 - Take necessary financing arrangements pursuant Articles of Association of the company.
 - Manage all other banking transactions performed by the company.
 - 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 favour of the bank the company must comply with.
- 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:

- * Authenticated copy of Memorandum of Association or copy of Board of Directors' resolution dated / / regarding management of account.
- * Commercial registration certificate.
- * Authenticated copy of the certificate issued by Chambers of Commerce and Industry in which authorized signatory is identified.
- * 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 confirm that all deposited / transferred funds from / to the account(s) are accrued from the Company / Institution business and not accrued from illegal business, and the Bank shall not be responsible.

Customer Signature.....

Terms and Conditions for KIB SMS Banking Services to Individuals

I have read, understood and completed the application form for SMS Banking of Kuwait International Bank (KSC), and agree to its contents, as well as to the following terms and conditions relating thereto.

- The following expressions, used herein, unless the context otherwise requires, shall have the following meanings:
 - "Bank" means the Kuwait International Bank (KSC).
 - "Mobile" means handheld communication device that connect to the GSM network in Kuwait which is capable of SMS messaging service.
 - "Pull" means Mobile - Subscriber originated messages.
 - "Push" means Mobile - Bank originated messages.
 - "SMS" means short messaging service.
 - "Subscriber" means the customer whose application for SMS Banking has been approved by the Bank and shall have an assigned Mobile to be used in initiating and gaining access to his designated accounts through the use of his Mobile.
 - "Transaction" means any use by the Subscriber of a transaction on his designated accounts either by a Pull or a Push service.

The Subscriber agrees that, in performing any transaction, he shall fully comply with the Terms and Conditions Governing Accounts and the Terms and Conditions for Membership in Credit Cards, issued by the Bank, as well as their regulations and restrictions set forth by the Bank.

The Subscriber agrees to be bound by all fees, charges and commissions imposed by the Bank and agree that they be automatically debited from his accounts with the Bank. The Bank reserves its right, at any time, to change these charges, and commissions, and to notify the Subscriber accordingly.

The materials and information in connection with any transaction provided by the Bank are for information purposes only and the Bank disclaims any warranty relating to their contents. The Subscriber agrees that his Mobile shall be also used for marketing and advertising purposes conducted by the Bank.

The Subscriber assumes full responsibility for the security and confidentiality of his Mobile, including all communications made between him and the Bank via SMS, as well as for the Transactions made on his designated accounts.

The Bank shall not divulge the information pertaining to the Subscriber to a third party unless the Subscriber agrees that such information may be disclosed to any third party in compliance with any regulatory agency or as required by any applicable law or court order.

The Subscriber shall be absolutely responsible for the use of his Mobile, and shall be liable for all consequences resulting therefrom, especially in cases of loss, theft, damage or misuse, either by the Subscriber or others, with or without his consent. The Subscriber shall be under obligation to indemnify the Bank for any damages or losses resulting from such action.

The Bank shall not be liable for the Subscriber's failure to effect Transactions during offline situations or during such other instances as the Bank may determine.

The Subscriber shall indemnify and keeps the Bank free and harmless from end against liabilities, losses, claims, and damages of whatsoever nature arising from negligence, fraud or violation of these terms and conditions on the part of the Subscriber or a third party. In addition the Bank shall not be liable for any expenses, claims or damages arising out of or in connection with these terms and conditions, including but not limited to, electrical, computer, or mechanical failures.

The Bank reserves its right, without incurring any liability whatsoever, to refuse the process of any Transaction without giving any reason. However, the Bank will make every reasonable effort to advise the Subscriber in such instances, but is not obligated to do so.

The Subscriber agrees to be notified by the Bank through SMS, e-mail or any other method of any new services or modification thereof to be introduced by the Bank in the future.

Either the Bank or the Subscriber may, at any time, for any reason whatsoever, terminate the services provided herein, through giving prior written notice. However, the Bank shall not be held responsible in any way for the consequences of such termination.

The Bank reserves its right to amend any of these terms and conditions at any time, and any amendment announced by the Bank or by other means deemed appropriate, shall be constituted as valid as from the date thereof, and shall be binding upon the Subscriber.

These terms and conditions shall be governed by and construed in accordance with the laws of the state of Kuwait and be subject to the jurisdiction of the Kuwaiti courts.

The Arabic version of these terms and conditions shall prevail in case of any conflict between the Arabic and English texts.

Fees and charges applicable to SMS Banking shall be as per Bank approved Tariff List.

The parties hereof agree that all legal documents shall be deemed served by fax or emails shown against their names in this agreement. Either party shall notify the other of any amendment or change to its corresponding information. In the event where these information are incorrect or the amendment or adjustment thereof was not notified properly, 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.

