

TERMS AND CONDITIONS FOR OPENING BANK ACCOUNT

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 in writing on the statement within 15 days from date of notification.

7. 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.

8. 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 cheque 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.

9. The bank may close account without prior 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.

10. The bank may refrain from disbursement of drawn cheques against deposited ones for collection unless they were actually collected.

11. 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.

12. 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 as prescribed by the law to this effect

13. 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.

14. 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.

15. Customer must contact the bank on the first working day after occurrence 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).

16. Electronic or Telephone 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, Internet banking, SMS service and all types of electronic and telephone services the bank presents from time to time.

17. 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, counterfeit or technical malfunctions.

18. 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 commissions and fees applicable to these services shall be in terms of the tariff list approved by the bank.

19. 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.

20. 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 the said period, the Bank will close account on the next 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.

21. 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.

22. 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.

23. Accountholder(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 accountholder(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.

24. 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.

25. 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.

26. Relationship between the account holder and the bank shall be construed and subject to the provisions of Kuwaiti Laws. The Kuwaiti courts shall be the concerned jurisdiction to decide on and arbitrate any dispute arising between the bank and the customer, provided however that this should not conflict with the provisions of Islamic Shari'a.

27. 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.

28. 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.

29. 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.

30. 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.

31. The bank shall not divulge the information pertaining to the customer to the third party unless the customer or his/their attorney 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.

32. The parties hereof agree that all legal documents shall be deemed served by fax or emails when applying to open an account . 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.

33. 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.

34. I, We, hereby acknowledge the receipt of a copy of the Terms and Conditions and commissions applicable on our accounts. 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 unless agreed otherwise.

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.

Forth: Declarations Regarding Companies Accounts:

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:

* 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 accrue from the Company/ Institution business and not accrue from illegal business, and the Bank shall not be responsible.

TERMS AND CONDITIONS FOR ELECTRON CARDS

First: Definitions:

1. The following are the meaning of terminology are used in the Terms and Conditions thereof
 - * The Bank : Kuwait International Bank (KSC)
 - * Holder of Account: the person, or holder of account that the card account holds his name at the bank.
 - * Holder of the card : any person for whom the bank issues a card and PIN number for personal use.
 - * Card Account : The account managed by the bank pursuant to card transactions.
 - * PIN Number : It is the number that decides the identity of the card holders .
 - * Card Transaction : Means use of the cad for purchase of goods, or against services, where the amount is discounted from card account using card number or by any other process decided by the holder of the card account .
 - * Sale Point : The location where sale transaction is perform at the shops or other business institutions.
2. Suspension and Cancellation of the card: The Bank Shall have the discretion , without prior notification to the holder of the card to cancel or suspend the card/s completely or for certain credit facility and may reject re-issuance or replacement any of the cards without any liabilities of the holder of the card pursuant to the terms and conditions thereof. The bank also has the right to reject reissuance or replacing any of it without effecting the commitments of the card holder and its implications of his/their usage and that is according to the terms and conditions. In addition to the measures that the bank may apply to limit the use of the card including taking back the card in case deceased , bankruptcy, or defaulted payment by holder of the card , or other cases the bank might consider apply measures thereof. The bank may replace card and PIN number for the lost or stolen card against charges decide by the bank. The card/s remain property of the bank by all times, and must be handed over to the bank upon its request .
3. The Bank shall charge fees on local or international drawing transactions performed through other ATM machines pursuant bank’s fees or due to other bank’s fees whichever higher .
4. The bank may charge extra fees on drawing transactions performed outside the State of Kuwait .
5. Safety of the Card and PIN Number : Holder of the card must take necessary precautions to maintain the safety of the card and the secrecy of PIN number. Both, the card and the PIN number are for the use of the holder of the card ; and if misused by a third party, only the holder of the card shall assume responsibility of all transactions performed thereof. The holder of the card must refrain from announcing the Card number to a third party except in case of card related issues or upon notification of theft or loss of the card. In addition to that , the holder of the card must safeguard the card from damage or change any of the information indicated on the card. The holder of the card must notify the bank, in case of the lost or stolen card or in case the PIN number became known, on the following address : P.O.BOX 22822 Safat 13089, Kuwait - TEL. 1866866. Verbal notification shall not be taken into considerations unless supported by written notification on the said address within three days from the verbal notification, holder of the card shall assumed responsibility of any amounts spent through the card until the date and time the bank receipt of the written notification.
6. Card Transaction : Holder of the card may use the card as follows :
 - * May use the card in Bank’s ATM machines, and other KNET participating banks.
 - * International ATM Cash drawing transactions.
 - * Local and international purchase transactions from sale points.
 - * Banking services at the bank (IVR system).
 - * Other transactions permitted by the bank.
 - * Any transaction performed in any currency other than Kuwaiti Dinar shall be transferred to KD using the exchange rate on the same debit date to the card’s holder account indicated in the application form.
7. Liabilities: The holder of the card shall assume responsibility for the settlement of due amounts ensued from use of the card, responsibility shall be both several and joint, and they shall be committed to indemnify the bank against any loss due to misrepresentation in the use of the card or the PIN number, or due to non-compliance with terms and conditions thereof. The bank may not be held responsible for any loss occurred to the holder of the card due to ATM damage, or sale point rejection of Visa or due to non-sufficient cash in the ATM machines, or due to damage in the equipment’s, CPU or transfer system, or any occurrences that are not managed by the bank.
8. Card Account : Holder of the card must always make sure of available balance that covers its drawings and transfers. He may not over draw funds without bank’s written consent. The bank shall immediately discount the due amounts from card account indicated on the card or from any holder’s account with the bank to cover all transactions and liabilities ensued from the use of the card adding to it bank’s fees in this concern. Any amount that has been deposited through ATM machines shall be entered to holder’s account in the next working day, but in case the amount is deposited by cheques then the amount shall be entered to holder’s account pursuant to effective clearing provisions issued by Central Bank of Kuwait. The bank shall assume no responsibility in case of discrepancy between the actual deposited amount in the envelope and the amount indicated on the envelope. Hereby the holder of account/ card shall accept bank’s statement and consider it correct and final.
9. Books and Statements of the Bank : Holder of the account shall accept the statements and books of the bank as confirmed proof of outstanding amounts, or which will be due to the bank resulted from use of cards. Hereby, holder of account shall authorize the bank to perform clearance among all accounts for full settlement of the bank, or block any balance in any of the accounts for full settlement of the due amounts to the bank to be debited on the holder of the account .
10. Amendments: The bank shall have the discretion to amend or revoke any / all the terms and conditions thereof at any time; and notify account holder by any means found appropriate. The account holder is compliant with all terms and conditions issued by the bank for organizing the usage of the card, PIN, ATM, and points of sale.

TERMS AND CONDITIONS FOR CHEQUE BOOK ISSUANCE

For the sake of full security in using Cheques and to assure complete confidence in dealing with them, we would like to draw your attention to Article No 237 of Penal Law, which reads “Whoever issues a cheque without sufficient funds available will be punished by three years in jail and a financial penalty not exceeding KD 500/- or by one of these two penalties. As per CBK instructions, all customers Cheque Accounts must be closed and his/her name must be enlisted in the event where the customer has three returned Cheques maximum for non-sufficient funds during one year or if the bank senses bad faith on the customer’s part. The customer’s name will be delisted after one year from the enlisting date.

Signatory /Signatories / Partners & Joint Signature Holders: Please ensure signature is within box provide		
Customer Signature:	Customer Signature:	Customer Signature:
Bank Authorized Signature/Stamp	Bank Authorized Signature/Stamp	Bank Authorized Signature/Stamp