

Conditions for Online Banking

Personal Customers (April 2022)

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1. Definitions

“Bank”	Means National Bank of Kuwait (International) PLC.
“Conditions”	Means these “Conditions for Online Banking”.
“Conditions for Deposit and Current Accounts”	Means the most recent version of the “Conditions for Deposit and Current Accounts”.
“NBK”	Means National Bank of Kuwait SAKP and its other subsidiaries.
“NBKI”	Means National Bank of Kuwait (International) PLC.
“NBKONLINE”	Means the computer controlled electronic banking and financial services system of NBKI and any electronic banking or financial service operated and made available by NBKI to you.
“Personal Customer”	Means natural person acting in their own name whether for private purposes or for business purposes i.e. the pursuit of a trade, occupation or profession
“UK”	Means the United Kingdom of Great Britain.
“we/our/us”	Means National Bank of Kuwait (International) PLC.
“Website”	Means https://nbk.com/london or any other website we set up.
“You/Your/Yours”	Means the Personal Customer who signs up to NBKONLINE.

2. About Us

- 2.1. NBKI is a wholly owned subsidiary of NBK registered in England and Wales with company number 2773743. Its main operations are based in London, UK.
- 2.2. Our main business is the provision of financial and payment services and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm number 171532.
- 2.3. Our address for the purpose of these Conditions is NBK House, 13 George Street, London, W1U 3QJ, UK.

3. These Conditions

- 3.1. These Conditions apply to your use of NBKONLINE. Your current or deposit accounts will continue to be subject to the Conditions for Deposit and Current Accounts. In the unlikely event that there is a conflict between these Conditions and the Conditions for Deposit and Current Accounts, the Conditions for Deposit and Current Accounts will prevail.
- 3.2. You can print or download a copy of these Conditions and we recommend that you do.

- 3.3. You can view the most current version of these Conditions at any time by logging into NBKONLINE.
- 3.4. These Conditions include practical instructions which you must observe and other recommendations on how to use NBKONLINE. If you do not comply with the instructions or recommendations you may incur (or become liable for) a loss.
- 3.5. Please read our Customer Privacy Notice and Website Privacy Notice. These explain how we will use your personal information and give details about how we use cookies. The privacy notices are available on the Website.

4. Who NBKONLINE is Available To

- 4.1. NBKONLINE is available to Personal Customers using a computer, mobile phone, tablet or other such device.

5. Charges

- 5.1. We reserve the right to charge for NBKONLINE but will only do so once we have given you at least two months' notice and have updated our Tariff on the Website.
- 5.2. Bank charges will apply to all payments effected by way of NBKONLINE (except transfers to other NBKI accounts). For each payment you instruct us to make we must send the full amount requested; you cannot have charges deducted from the amount transferred. Those charges will be debited separately from your payment account.
- 5.3. The applicable charges are set out in our Tariff, which is available from your account officer, the NBKI branch or on our Website. <https://www.nbk.com/london/support-centre/tariff-of-charges-and-regulatory.html>.
- 5.4. You will be responsible for any charges your internet service provider makes for your use of the internet.

6. Services Available

- 6.1. You can use NBKONLINE to:
 - 6.1.1. Transfer funds between your accounts at NBKI in the same currency;
 - 6.1.2. Transfer funds between your accounts at NBKI in different currencies;
 - 6.1.3. Pay funds from your NBKI account to another NBKI account holder;
 - 6.1.4. Pay funds from your NBKI account to any account at any of the NBK offices available on the drop down list;
 - 6.1.5. Pay sterling funds from your NBKI account to any account at another bank within the UK;
 - 6.1.6. View the balance of any deposit, current or loan accounts you may have with NBKI;
 - 6.1.7. View transactions on your NBKI accounts going back six years; and
 - 6.1.8. Change your passwords, e-mail address or your security question and answer.
- 6.2. You should note that NBKONLINE is not a real time online banking system. It is not directly linked to your accounts, but it is updated at regular intervals. There are several consequences of this:

- 6.2.1. Account balances shown may not reflect very recent transactions;
- 6.2.2. Instructions received from you are channeled through staff, which means that payments will only be made during our normal office hours and will be subject to certain cut off times; and
- 6.2.3. We may need to verify your instructions before carrying them out, for example we may call you for confirmation of your instructions.
- 6.2.4. We are not able to participate in the “Open Banking” standards as set up by the Competition and Markets Authority. This means we cannot give access to account information service providers or payment initiation service providers as such services require direct access to your accounts.

7. Registering for NBKONLINE

- 7.1. To register for and use NBKONLINE personal customers must:
 - 7.1.1. Have access to a computer equipped with a modem or router and supported browser, or a suitable mobile telephone, tablet or other such device with internet access and equipped with effective security software;
 - 7.1.2. Visit <https://www.nbki.com> to set up an ID, password and a security question (you will need this information each time you log on to NBKONLINE);
 - 7.1.3. Visit the NBKI branch or any branch in Kuwait to activate your ID and password. You must provide staff in the branch with a valid passport or other acceptable identification (such as your Civil ID card) and sign an application form; and
 - 7.1.4. Set up a transaction password to make payments and transfers.
- 7.2. We may need to retain a copy of the documents provided for identification purposes.
- 7.3. If you disable your ID, you will have to visit the NBKI branch or any branch in Kuwait to ask for this to be reissued.
- 7.4. If you forget your ID (or are locked out after three consecutive failed attempts to log on or cannot provide the personal details or the correct answer to your security question) you must visit the NBKI branch or any branch in Kuwait to sign a replacement request form. If everything is in order, we will send you a security printed letter reissuing your ID, with an acknowledgment letter to return.

8. Joint Accounts

- 8.1. Any joint account holder can register for NBKONLINE.
- 8.2. When you visit the NBKI branch or any branch in Kuwait to activate your ID and password, you must complete an authorisation form signed by all of the account holders.
- 8.3. The ID and passwords must only be used by the user they have been given to. Users must not disclose their ID to anyone other than us. Passwords must not be disclosed to anyone, not even our staff.
- 8.4. As joint account holders you are each liable for any debits made using NBKONLINE. It is not possible for us to process payments or transfers on dual signature accounts.

9. Security Procedures

9.1. You must at all times comply with the security and operational instructions set out in this document.

ID and Password

9.2. The following requirements apply to your ID and password:

9.2.1. You are responsible for protecting your ID and password (and any other access security codes). You must keep your ID and password secret at all times, except you are permitted to divulge your ID to us (though not your password).

9.2.2. Failure to protect your ID and password may allow unauthorised persons to access your personal and banking information and to make payments from your account.

9.2.3. You will be responsible for any account debits or disclosure of information which occur as the result of you disclosing to another person, or failing to take all reasonable steps to keep secret, your ID and/or password.

9.2.4. The prohibition from disclosing your ID and password applies to each joint account holder.

9.2.5. You must take action to disable your ID or change your password immediately (and notify us as quickly as possible) if you know or suspect that your ID or password may have become known to or used by an unauthorised person. You must change your password immediately if we ask you to.

9.2.6. We encourage customers to commit their ID and password to memory, but if this is difficult and you need to make a record you must not write them down in any way which will identify them as an ID or password. If we provide you with a new ID or password you must destroy the security printed letter.

9.2.7. You will be liable for any losses which come about as the result of not following these instructions.
Transaction password

9.3. All NBKONLINE customers must set up a transaction password. This will be used by customers to make payments or transfers.

9.4. You should ensure your transaction password is not one that you have used previously for NBKONLINE or another online service. It must be abstract and nothing too obvious (e.g. date of birth) and must also be different from both your ID and your password.

9.5. If you forget your transaction password or enter an incorrect transaction password three times consecutively you will be unable to make payments or transfers and will have to visit the NBKI branch or any branch in Kuwait in order to request a replacement transaction password.

10. Unauthorised Use

- 10.1. You should not disclose your ID and passwords to anyone else.
- 10.2. If you do disclose your ID and passwords to someone and transactions are performed by that person you will be liable for those transactions.
- 10.3. If you know (or suspect) that someone knows your ID or passwords or has tried to access your account(s) you must immediately:
 - 10.3.1. Change your passwords; and
 - 10.3.2. Contact us so we can disable your ID, see Condition 11 for contact details.
- 10.4. We will not be liable for any transactions processed before we were informed or which occurred after we were informed but before we, acting with due diligence, were unable to cancel or recall such transaction.
- 10.5. The requirement in Condition 10.3 to inform us immediately includes situations where you have written down or kept a record of your ID or passwords and this information has been lost or stolen, or you believe that these may have been seen or copied by another person.
- 10.6. You must inform us immediately about any NBKONLINE access or transaction which you have not authorised.
- 10.7. You will need to assist us (and the police if necessary) with any investigation into actual or suspected misuse of your ID or passwords.
- 10.8. If we have reason to suspect that your ID or passwords are being used without authorisation, or that you have failed to observe the requirements of these Conditions, we may suspend your access to NBKONLINE.
- 10.9. NBKI will not request from you any NBKONLINE information, or banking or other personal data, except in the circumstances envisaged by these Conditions. If you are contacted by anyone requesting such information please do not respond but inform NBKI immediately.

11. Contacting Us

- 11.1. We recommend you contact us by telephone. Our main telephone numbers are:
London: +44 20 7224 2277
- 11.2. Account officers are normally available to help you from 9.30 a.m. to 4.30 p.m. on working days (which are Monday through Friday, excluding local public holidays). If it is outside NBKONLINE service hours please send us a fax or e-mail (for security reasons please do not include any passwords) and then call in at the NBKI branch or follow up with a telephone call early the next working day.
- 11.3. Our general email addresses are:
London: info@nbki.com
- 11.4. Our general fax numbers are:

London: +44 20 7224 2101 or +44 20 7486 3877

- 11.5. In order to ensure a positive identification our support staff will have to ask you a few questions before proceeding with your enquiry. For security reasons please provide only the minimum information necessary for our staff to handle your enquiry efficiently.

12. Security and System Requirements

- 12.1. NBKONLINE is secure provided that you take care. Failure to follow this Condition 12 could result in losses for which we will not be liable.
- 12.2. Observe all security procedures recommended by the suppliers of the computer, mobile phone, tablet or other such device you use to access NBKONLINE.
- 12.3. Maintain the security of the computer, mobile phone, tablet or device by using up to date anti-virus and anti-spyware software and also firewall and security patches.
- 12.4. Always access NBKONLINE directly by using the website address and not by any link. In particular never access NBKONLINE from a device connected to a local area network (LAN) or from a public internet facility which might not provide full security.
- 12.5. Never use automatic password saving software to save your passwords for future use.
- 12.6. Make sure no one else can see your ID or passwords when you are using them.
- 12.7. Once you have logged on do not leave the device you are using unattended (or let anyone else use it) until you have logged off. Log off as soon as you have finished using NBKONLINE.
- 12.8. Log off after every NBKONLINE session (the screen will indicate that you have logged off successfully) and then close your browser to ensure confidentiality.
- 12.9. If there is no activity for more than five minutes during a session you will be automatically logged out. To regain access you will have to log in again.
- 12.10. Recommended browsers and minimum requirements for using NBKONLINE are:

Browsers	PC Windows 10	MAC OS 10
Microsoft Internet Explorer	10.0 and higher	10.0 and higher
Cookie Support	Required	Required
JavaScript Support	Required	Required
Firefox	40.0 and higher	40.0 and higher
Google Chrome	40.0 and higher	40.0 and higher

- 12.11. You are responsible for compliance with any laws or regulations applying to, or restricting, use of the service from locations outside the UK.
- 12.12. We are not obliged to monitor your compliance with these Conditions and the recommendations contained

within them.

- 12.13. For more information on security you should visit <https://www.actionfraud.police.uk/>

13. Avoiding Scams

- 13.1. You should be very careful about any email you receive asking for personal or account information. Ignore it unless you know and trust the sender.
- 13.2. You should also be careful about opening incoming e-mails from senders unknown to you and do not open any e-mail attachments if you have any doubts. They can contain malware (harmful software).
- 13.3. If you think you have received a scam email it would be helpful if you forwarded it us at nbkisedesdesk@nbki.com so we can check whether there is any linkage to NBKONLINE and any potential security problem.

14. Copying Our Software and Logo

- 14.1. You must not copy or transfer any NBKONLINE software or permit anyone else to access or copy it.
- 14.2. You must not copy or transfer our logo or permit anyone else to do so.

15. Improper Use

- 15.1. You must not use NBKONLINE for any unlawful or improper purpose.
- 15.2. If you act fraudulently you will be responsible (and liable) for all resulting losses on your account and for any other loss (direct or indirect) incurred by any party.

16. Our Liability to You

- The circumstances when we may be liable to you are set out in the Conditions for Deposits and Current Accounts. Those circumstances apply equally to the use of NBKONLINE.
- 16.1. Those circumstances apply equally to the use of NBKONLINE.
- 16.2. NBKI will make reasonable efforts to ensure NBKONLINE is operational and reliable and that the risk of a malfunction, which might result in detriment to a user, is minimised.
- 16.3. Please note that we may need to withdraw NBKONLINE temporarily for necessary maintenance. We will not be liable for any loss arising because of any such temporary withdrawal, or any loss caused by other circumstances beyond our reasonable control.

17. Data Protection

- 17.1. We will take care to ensure that your information is held securely and is processed lawfully. Details of how we process your personal information (personal data) are set out in the privacy notices on the Website.

- 17.2. We will retain a copy of these Conditions accepted by you and will be able to provide you with a copy (in durable form) at any time while you are registered and then for six years following cancellation.

18. Account Information and Statements

- 18.1. We will make reasonable efforts to ensure that the account activity information available from NBKONLINE is reliable. However, your attention is drawn to Condition 6.2 above, which makes it clear that NBKONLINE is not a “realtime” system.
- 18.2. Your regular account statements will include an adequate description of all your NBKONLINE transactions.

19. Availability of Service

- 19.1. NBKONLINE is available continuously, except during necessary system maintenance and upgrades. When these occur a message will be displayed when you log on.
- 19.2. If you require support for NBKONLINE please contact your usual account officer or our NBKI branch. Our telephone numbers and normal office hours are set out in Condition 11.

20. Online Transfers and Payments

- 20.1. You can transfer funds between your NBKI accounts.
- 20.2. You can transfer funds between your NBKI accounts in different currencies. Our retail exchange rate at the time the transaction is processed will apply and you will be asked to accept this rate when submitting the payment order.
- 20.3. You can make payments to any account that has been set up as a payment beneficiary on your account. Your payment beneficiaries will appear in a drop down list.
- 20.4. You can make payments either for immediate effect or for a future date or request a series of forward dated payments.
- 20.5. You can make sterling payments to any account at any bank in the UK.
- 20.6. NBKONLINE payments submitted before 3:30 p.m. (London time) on a bank business day are processed on the same day. NBKONLINE payments submitted later than 3:30 p.m. (London time) or on a non-bank business day are processed on the next bank business day.
- 20.7. The charges for payments are set out under “Fees and Charges” on the Website.

21. Payment Limits

- 21.1. We will set a minimum amount for payments and this will be displayed on the screen.
- 21.2. We will also set a maximum amount for each payment; this amount will also be the total amount for all payments which can be made within any calendar month.
- 21.3. The limits in Conditions 21.1 and 21.2 can be changed at our discretion.

22. Insufficient Funds

- 22.1. Subject to Condition 22.2, we will only permit a payment if there are sufficient funds in the account at the time of processing (including available credit under any authorised overdraft facility) to cover the payment plus charges. If you do not have sufficient available funds, or if the payment would exceed an overdraft limit, we will not process the transaction. We will inform you accordingly.
- 22.2. We may make a payment even if there are insufficient funds if we, at our discretion, decide to permit the payment because in our judgement it is in your interest for the payment to be made or because we know that funds to be credited to your account have been received late in the day or are in the course of transmission or clearing.

23. Cancelling or Amending Payments

- 23.1. Payment can be cancelled or amended on the screen before the payment is submitted for processing.
- 23.2. You can ask us to cancel or amend a payment after the payment has been submitted for processing and we will make reasonable efforts to achieve this, but it may not be possible to do so.
- 23.3. To cancel or amend a pending payment you must contact us promptly and provide the payment confirmation number and the beneficiary account details and the amount. If the funds have not yet been paid we will try to stop the payment.
- 23.4. If the funds have left the bank we may be able to stop payment, but we cannot guarantee that the payment will be stopped. You will be liable for any costs we incur.
- 23.5. We will not be liable for any loss you suffer if payment cannot be stopped or amended.

24. Liability for Payments

- 24.1. If we do or do not do something because the law requires this, neither we nor any of our officers, directors, employees or agents will be liable to you.
- 24.2. We may process all authorised payments without any further reference to you or written confirmation from you.
- 24.3. We will have no liability to you for the consequences of errors, omissions or incompleteness in your payment orders or other instructions. This includes where a payment cannot be made, or is delayed while we seek the correct information from you. We are willing to make a reasonable effort to stop or recover any payment made on erroneous instructions, but we may charge you any costs incurred.
- 24.4. We do not undertake to check that your payment instructions are correct, or to verify that an IBAN or other identifiers for a beneficiary provided by you are correct.
- 24.5. We will have no liability for any failure in executing your payment instructions if such failure is compelled by applicable law or is the result of abnormal or unforeseeable circumstances outside our control and where

(allowing for every reasonable effort on our part) the consequences could not have been anticipated or avoided.

- 24.6. Payments which are authorised will be valid unless you have notified us of actual or possible unauthorised use and we have had reasonable opportunity to act on such notification.
- 24.7. If you claim that a payment has not been authorised by you, we will take steps to investigate it immediately. If we disagree with you, we must prove that the payment was authenticated correctly.
- 24.8. If you claim that a payment or direct debit has not been executed or has been executed incorrectly, we will take steps to trace it immediately.
- 24.9. We may refuse to process any payment where this is necessary to protect us or others from financial loss or other harm. We will, if the law permits, inform you that we have not made the payment and why.
- 24.10. If we process a payment for an incorrect amount which exceeds the correct payment amount we will restore the account to the position it would have been in if we had paid the correct amount.
- 24.11. If we permit an unauthorised payment after we have had reasonable time to act on a notice from you of actual or possible unauthorised use we will restore the account to the position it would have been in if we had not permitted the payment to be made.
- 24.12. We will not be liable to you if a payment is wholly or partly delayed or not processed or prevented as the result of:
 - 24.12.1 the operation of applicable laws and regulations;
 - 24.12.2 suspicion that the transaction relates to money laundering or crime or terrorism; or
 - 24.12.3 any other causes outside our control or which occur despite our reasonable precautions and efforts.

25. Variation of These Conditions

- 25.1. We may vary these Conditions.
- 25.2. These are the reasons why we may vary these Conditions:
 - 25.2.1. To meet legal, financial and regulatory requirements;
 - 25.2.2. To take account of any corporate reorganisation by NBK or NBKI;
 - 25.2.3. To reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
 - 25.2.4. To reflect a change in technology or to cover a development change in our products or services;
 - 25.2.5. To make them clearer; or
 - 25.2.6. If we reasonably believe there is any other valid reason to make a change.
- 25.3. If the variation is clearly to your advantage we may make it immediately and without giving you notice.

- 25.4. Unless Condition 25.3 applies all proposed changes will be advised by means of writing to you at least two months before the date when they are to take effect.
- 25.5. If you continue to use NBKONLINE after any variation comes into force this will be treated as your acceptance of the variation of Conditions.

26. Duration and Termination

- 26.1. Your NBKONLINE registration shall remain in effect until terminated either by you or by us in accordance with the terms of these Conditions.
- 26.2. You have the right to terminate your NBKONLINE registration at any time. Any instruction to terminate your NBKONLINE registration must be made in writing.
- 26.3. Terminating your NBKONLINE registration will not have the effect of cancelling payments or transfers still being processed or of reversing transaction charges already incurred.
- 26.4. If you terminate your NBKONLINE registration you may reapply to use the service subsequently.
- 26.5. We can terminate your NBKONLINE at any time, either having provided you with two months' prior notice or immediately if we suspect fraud or illegal use of the account.
- 26.6. All the provisions of these Conditions will remain in full force after termination in respect of any matter connected with NBKONLINE which has not been completed or resolved at termination. Any obligations and liabilities incurred by either you or us before termination will survive termination

27. Complaints

- 27.1. Condition 22 (Complaints) of the Conditions for Deposit and Current Accounts deals with Complaints and is applicable in respect of any complaint relating to NBKONLINE.

28. Governing Law

- 28.1. These Conditions will be governed by the laws of England and Wales. You and we agree to submit to the non-exclusive jurisdiction of the English courts. You agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may be resident from time to time.

29. General

- 29.1. Any banking terms and conditions implied by law will also apply to our relationship with you unless, where the law so permits, implied terms and conditions have been varied by these Conditions.
- 29.2. In these Conditions the singular includes the plural and vice versa.
- 29.3. Headings in these Conditions are for convenience only and will not affect the interpretation of these Conditions.
- 29.4. Failure by us to enforce any Condition does not amount to any waiver of our rights.
- 29.5. If any provision of these Conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions will not in any way be affected.

- 29.6. Any reference in these Conditions to any statute, regulation or other legislation will include any legislation that amends, supersedes or replaces it.
- 29.7. These Conditions and any communication with you about NBKONLINE will be in English. If we choose to provide you with a version of these Conditions in any other language this will be done to assist you, but in the event of any dispute between you and us which turns on the interpretation of these Conditions, the version to be interpreted will be the English version.
- 29.8. You have a right at any time while these Conditions apply to you to obtain copies of these Conditions and all other documents that form part of our agreement with you as well as all information specified in Schedule 4 to the Payment Services Regulations 2017.
- 29.9. We are permitted to assign our rights and obligations under these Conditions to a suitable third party, but you are not.

30. Accepting These Conditions

- 30.1. In clicking on the statement "I accept these NBKONLINE Conditions" you confirm that you accept these Conditions.