

# Account Opening Application (Individuals)



Messrs: \_\_\_\_\_

Branch: \_\_\_\_\_ Date: \_\_\_\_\_

Kindly open an account:  Personal  Private Establishment  Minor  Resident  Non-Resident  Joint  \_\_\_\_\_

Account Type:  Current  Saving  Watani Super  Call  Deposit  Al Jawhara  Express  
 Trust  Other \_\_\_\_\_

Currency:  Kuwaiti Dinar  Pound Sterling  US Dollar  Euro  Swiss Franc  Japanese Yen  \_\_\_\_\_

The purpose of opening the account: \_\_\_\_\_

Customer Name: \_\_\_\_\_ Nationality: \_\_\_\_\_

Gender:  Male  Female  Occupation: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ ID Type: \_\_\_\_\_ ID Number: \_\_\_\_\_

Monthly Salary:  Less than KD 250  From KD 250 to KD 499  From KD 500 to KD 799  
 From KD 800 to KD 1499  From KD 1500 to KD 2999  From KD 3000 and above

Other Income: \_\_\_\_\_ Source of Income: \_\_\_\_\_

Education and Academic Qualifications:  Secondary and Below  Diploma  University  Masters/Ph.D  
 Governmental School  Private School

Student at \_\_\_\_\_ Institute/University Expected Graduation Year \_\_\_\_\_

Home Address: Area: \_\_\_\_\_ Block No: \_\_\_\_\_ Street No./Name: \_\_\_\_\_  
Avenue No.: \_\_\_\_\_ Home No: \_\_\_\_\_

Work Details:  Employed  Retired  Unemployed

First Job:  Yes  No

Employer: \_\_\_\_\_ Employer Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

Area: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Issuance of ATM card:  Yes  No

ATM Card No.: \_\_\_\_\_ Account Language:  Arabic  English

Instructions to operate the account:  Bank's Power of Attorney  Singly  Jointly  As per the attached letter

A/C Beneficiary:  Same as opener  Other beneficiary (if any)

Address of the other beneficiary: \_\_\_\_\_ Identity Verification: \_\_\_\_\_

Please send mail to my:  Home  Work  P.O. Box  E-mail

Please issue my account statement:  Monthly  Quarterly  Half Yearly  Yearly  Upon Request

Accounts in other branches: \_\_\_\_\_

Method for obtaining the PIN of the ATM card:  Electronically by the choice of the customer  A receipt by the customer of a sealed envelope

Attached (copy of):  Civil ID  Passport  Military ID  Others: \_\_\_\_\_

## Terms and Conditions for Governing the Accounts

### First- General Terms and Conditions for All Types of Accounts:

In addition to the terms and conditions particular to each type of the accounts listed in the designated paragraph, and to other terms and conditions applicable to any other services; the following terms and conditions shall apply to all types of accounts:

1. The operation of the account shall be assigned to its holder (the Customer), his representative, his legal deputy or his attorney, and no expiration of the capacity of whomsoever operates the account shall be recognized unless the Bank receives a written notification, thereof.
2. The Customer, hereby, authorizes the Bank to collect the amounts of the commercial papers and the other banking transactions and to credit the net value, thereof to his account with the Bank, in accordance with the systems applicable at the bank.
3. The Bank shall have the right to automatically deduct from the Customer's account all expenses related to maintaining the account, plus commissions as well as any amounts credited to his account by error.
4. All of the Customer's accounts with the Bank, or any of its branches, subsidiaries or affiliates inside or outside Kuwait opened at present or in the future, shall be deemed securing each other, notwithstanding their nature, names or currencies; and the Bank shall have the right to record in the debit side of any such accounts any amount due to the Bank from the Customer to settle the debited balance of the other accounts. The Bank shall also have the right to consolidate and unify any of the Customer's accounts into one account and to effect set-off between them, and to transfer from one account to another, in order to settle the Bank's claims, without requiring the Customer's prior consent. Furthermore, all the deposits of the Customer – in any currency – in terms of cash, commercial papers, precious metals and others, at the bank or any of its branches, subsidiaries or affiliates inside or outside Kuwait, shall be deemed pledged as first class possessory mortgage in favor of the Bank, to secure the fulfillment of all the Customer's obligations towards the Bank, and without the need for any special declaration thereto. The Bank shall have the right to obtain his dues and receive his debts directly from the funds referred to through set-off, in terms of priority and preference to any other debtor, without the need for any warning or notification or any other measure. The signature of the Customer on the account opening application shall be deemed to be direct instructions from him to the branches of the Bank and its affiliates inside or outside Kuwait in order to enforce what have been stated above and to implement the other terms and conditions governing this application. The Customer declares that he had informed these branches and affiliates of this application and that it should recognize it, even if his signature on this application is different from his signature on their system.
5. The account statements shall be deemed correct unless the Bank receives a written objection from the Customer within thirty days from the date of the transaction or within fifteen days from the date of dispatching the statement to him via regular mail or emails, whichever is earlier. The Customer shall be deemed as to have received the account statement if the same is not requested within fifteen days from the specified date on which the same should have been sent to him. In all cases, the Bank shall not be responsible for any damage resulting from the use of the mail, whether for any delay or of the loss of mail, or disclosure of information resulting therefrom or any other reason.
6. The Bank's books and records shall be conclusive evidence to prove the rights and obligations of the Customer while dealing with the Bank, and the Customer may not oppose to the correctness, thereof, by any means, whatsoever, unless the Customer proves otherwise.
7. If the account has become a debited account without prior agreement, the Bank shall have the right to charge interest and funds arrangement commission on the daily balance resulting from the statement of this account. Such interest, shall be calculated on the basis of the maximum contracted rate of interest imposed by the Central Bank of Kuwait in respect of the debit balance in Kuwaiti Dinars, and on the basis of the highest rate of interest that the Bank applies on the debits balance in foreign currencies; further the commission shall be calculated at 0.5% (half percent) monthly on the highest debit balance during the month, and without prejudice to the right of the bank to demand the Customer to immediately settle the debit balance, interest, due commission and any other expenses.
8. The Customer declares, in respect of the account, which is opened in his name, that he is the beneficiary of the account. However, in respect of the accounts opened on behalf of others, the account opener declares that the beneficiary of such account is the person whose name is mentioned in the account opening application and his delegation on behalf of the beneficiary, is correct, corresponding to the truth and is valid.
9. The Customer accepts that NBK shall have the right to obtain the information recorded under his Civil ID mentioned in this application and his personal work address, at anytime, from the Public Authority of Civil Information and without any responsibility on the Bank nor the Public Authority of Civil Information. The Customer also acknowledges and authorizes the Bank and the Credit Information Network Company KSCC to exchange the information pertaining to him in respect of consumer loans and credit facilities through the sales by installments between banks and investment companies supervised by Central Bank of Kuwait and all the commercial companies and establishments that grant credit facilities through the sales by installments for goods & services and which are participating in the system of collection of statements and information as per the Law No.2 for the year 2001, without any responsibility on the part of the Bank or the Credit Information Network Company.
10. The Customer declares of his full responsibility and his knowledge of the consequences resulting from all deposit transactions which are credited to his account from any person or party, unless he objects to it within 15 days from the date of issuance of the statement incorporating such deposit or from the date of his knowledge of it by any other means, whichever is earlier. The Customer shall not deposit or accept depositing any suspicious funds or from unknown sources, whether they are in cash, transfers, cheques or others.
11. The Customer declares his full responsibility for the correctness and the validity of all endorsements on the cheques, payment orders, bills or any other instruments deposited in his account with the Bank.
12. The Bank shall have the right, at its own and absolute discretion, to set aside any deposited and / or transferred funds to the Customer's accounts in the event of any doubt that a money laundering operation is involved, without any responsibility on its part.
13. The specimen signature of the Customer at the bank shall be recognized in all other dealings in respect of his accounts which are currently opened or to be opened in the future at the bank, inclusive of his sub and additional accounts and any other accounts to be opened at anytime through NBK Online Banking, unless the Bank – prior to opening any of such accounts – receives from the Customer written instructions to the contrary, which shall be acceptable to the bank pursuant to the systems applicable thereto. The customer declares that any of the sub or additional accounts to be opened at anytime, inclusive of any account to be opened through nbk online banking, shall be subject to the current terms & conditions governing accounts and any amendments thereto.
14. The Bank shall not be liable for any judicial attachments or orders from official government authorities to block accounts, or acts resulting from force majeure, unexpected events such as wars, civil and military strikes or any other reasons beyond the control of the Bank.
15. The Bank shall have the right, at anytime, to close the account without the need to stating any reasons and the Customer shall be obliged, upon being notified, thereof, to deliver to the Bank the saving and cheque books as well as the credit cards and the ATM cards and the likes, and shall be obliged to pay the debited balance and all amounts becoming due and interest thereon. In all events, debited interest shall be charged, after closing the account and calculated in the same way and with the same rate as used in the calculation of the contractual interest.
16. The Customer acknowledges his review and awareness of the Bank's tariffs and has obtained a copy thereof, which has been duly approved by the Central Bank of Kuwait, and acknowledges his acceptance of all fees and commissions as set out therein and any amendments and additions related thereto in the future from time to time, and undertakes to make available sufficient amounts at the bank to cover these fees and commissions. Furthermore, the Customer, hereby, authorizes the Bank to debit such fees and commissions from any of the credit balances in his accounts at the bank. The Bank shall not be liable for any damages that might occur as a result of the reduction of the credit balance of the account, and for - consequently- depriving the Customer from using the privileges of the Bank's products.
17. The Customer acknowledges and/or the person authorized to operate the account - as appropriate - with his knowledge and approval of the Bank's right to transfer the Customer name from one package/segment account to another without the need to obtain his consent of the authorized person who operates the account.
18. The Bank shall have the right, at all times, to amend these terms and conditions as well as the terms and conditions specified for any type of accounts, or the usage of the ATM cards, without the need to obtain the Customer's consent; and the new terms and conditions shall apply to all the opened accounts from the effective date, and the notification thereof, shall be made as the Bank deems appropriate.

### Second- Specific Terms and Conditions for Current Accounts:

1. The Customer's withdrawals from the account shall be made by using the cheques prepared by the Bank and which are delivered to the Customer, or by any other withdrawal document complying with the legal conditions acceptable to the Bank at its own discretion. Also, withdrawals shall be made by the ATM card or any other credit cards in accordance with the terms and conditions relating thereto.
2. The Customer shall protect the cheque book delivered to him and should inform the Bank if he loses the same or any of his cheques; the Customer shall also be solely responsible for all direct and indirect damages which may result from having the cheque book or any of its cheques kept with any of his followers or a third party.
3. The Bank may refrain from paying any cheques drawn against deposited cheques under collection unless such deposited cheques have actually been collected.
4. In addition to the penalties, which include imprisonment, prescribed under the Penal Code in relation to issuance of cheques with non-sufficient funds in the account, the Customer hereby irrevocably and unconditionally agrees to close all cheques accounts of the Customer and to include the Customer's name on the list of customers whose accounts have been closed due to issuance of cheques with insufficient funds whether such cheques are issued by the Customer or by the Customer's delegates in accordance with the instructions of the Central Bank of Kuwait in the event cheques are bounced during any year with a maximum of three cheques during one year as a result of insufficient funds, and also declares in advance his agreement on all actions taken by the Bank in this respect. The Bank, at its sole discretion, may open in the name of the Customer another account without cheques to replace the account which has been closed and to transfer the credit facilities previously granted on the closed account (if any), to the new account. The Customer shall bear all the legal responsibilities resulting from issuing such cheques and without having the right of recourse against the bank because of closing his account or listing his name in the aforesaid list or because of any of the actions taken by the Bank in connection herewith.

### Third- Specific Terms and Conditions for Saving Accounts:

#### (A) For Ordinary / Super Saving Accounts:

1. Withdrawals from the account shall be made by using forms designated for that purpose with the ATM cards or by any other instrument provided by the Bank in accordance with the systems applicable thereto, and no withdrawals by means of cheques can be made from the account.
2. The interest shall be calculated and credited to the account in accordance with the systems applicable at the bank, and shall vary according to the currency or the balance categories.
3. If the number of withdrawals exceeds three, no interest will accrue for the month on the Watani Super account.
4. The Bank shall issue a statement of account in accordance with the systems applicable at the bank. Such statement shall be subject to paragraphs (5 and 6) of Article (First) of these terms and conditions.

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### (B) For Saving Accounts with Gifts:

1. Saving accounts with gifts like Al Jawhara account is a non-interest bearing account, however it entitles the account holder to be eligible to enter draws for prizes as announced by the Bank from time to time.
2. This account shall be opened by natural persons after depositing the initial minimum balance therein, and may also be opened for customers below 21 years of age by their fathers or legal guardians and the mother also can open such account for her minor children or for any of them, as a donation from her and she can deposit or withdraw from it; but if her minor child is an orphan, she is prevented from withdrawing from the account. In respect of any prizes resulting from such account the mother granting the donation, hereby declares her acceptance to safekeeping these prizes at the bank until her minor child reaches the age of maturity, whereupon he shall have the right to receive them and dispose of the account.
3. Employees and wage earners of 18 years and above may open Al Jawhara account, provided that they submit a salary or a wage certificate.
4. Deposits and withdrawals from the account shall only be made by approved banking vouchers.
5. The minimum balance for eligibility for entry into the draw is KD 50 or multiples thereof, by keeping this balance in the account for a period not less than a week prior to the date of the weekly draw and not less than a month prior to the date of the monthly draw and not less than two months prior to the date of the quarterly annual draw. The account must be kept opened until the date of the draw.
6. The Bank will determine the number of entries into a draw based on the minimum balance in the account for the draw period or as decided by the Bank from time to time.
7. The Bank will automatically, without warning or notice to the Customer, close the Customer's account if the deposit balance falls to zero.
8. In the event the Customer has won any of the cash prizes disturbed as a result of a draw, and in the event the credit balance has reached its maximum limit as determined by the Bank, the Bank shall deposit the value of the prize and whatever exceeds the aforesaid maximum limit in any other account which is opened in the name of the Customer, or being opened by the Bank - in its discretion- for this purpose.
9. The Bank reserves the right to publish the names of the customers and their photos, who won the prize, jointly or individually, in any media or advertisement as determined by it, and shall have the right also to use this publication for promotion and marketing of its services and products.
10. The Bank reserves the right to amend or cancel any or all the account features of this account, or the terms relating to draws for prizes, without serving prior notice to this effect.

### Fourth- Specific Terms and Conditions for Deposit Accounts:

#### (A) Term Fixed Deposits:

1. The deposit together with the interest thereon, shall mature only on a maturing date as mentioned on the receipt issued by the bank in accordance with the systems applicable at the bank.
2. The term Fixed Deposit shall be extended - automatically - to similar period(s) without the need for a notice or warning, unless the bank receives instructions in writing to the contrary from the Customer before two business days at least prior to the maturity date.
3. Any request from the Customer to redeem the Term Deposit - whether in part or in whole - prior to its maturity date shall be subject to the absolute discretion of the Bank, and, if approved, the Customer shall not be entitled to any interest for the entire duration of the Deposit.

#### (B) Flexible FD:

1. The least period of the Flexible Deposit is six months and it will be renewed - automatically - for similar period(s), unless the customer notifies the Bank in writing of his intention not to renew it at least three business days prior to its maturity date.
2. Interest will be calculated on the maturity date and will be credited to the account designated by the Customer.
3. Any request from the Customer to redeem the Deposit or any part thereof prior to its maturity date, shall be subject to the absolute discretion of the Bank, and, if approved, the Bank shall have the right to redeem all interest which has been previously paid by the Bank to the Customer during the term of the Deposit, or any extension thereof, and the Bank shall credit the amount of the Deposit to the Customer after deduction of such interest.

#### (C) General Terms & Conditions for All Types of Deposits:

1. All printed details of the deposit on the face of the receipt issued by the Bank, shall be considered correct, unless the Bank has been notified in writing to the contrary within fifteen days from the date of this receipt.
2. If the maturity date of the Deposit falls on an official holiday, it shall automatically be extended for maturity on the next succeeding business day.
3. The addition of the value of the deposit and interest thereon on the maturity date to the Customer's account, shall release the Bank from any liability towards the Customer. Therefore, the receipt issued previously to the Customer in relation thereto, shall be considered as null and void.
4. Withdrawal from the deposit account by cheques is not allowed, and the Bank will not issue credit cards or ATM cards against such account.
5. In the event of granting banking facilities against the mortgage of the deposit, the mortgage shall continue in full force and effect in favor of the Bank even in case the maturity of the deposit has been extended to period(s), or in case of an amendment of the number or the currency or the value of the deposit.
6. The request by the Customer to open a deposit account in a currency other than the currency of his account opened at the bank, is considered as an authorization from him to the Bank to open another Current account in the same currency of the deposit account which is requested to be opened, and the latter Current account shall be subject to all the terms and conditions for governing the accounts at the bank.

### Fifth- Specific Terms and Conditions for Using ATM Cards:

1. Subject to the Bank's approval, an automated teller machine ("ATM") card shall be issued to the Customer, having the number indicated on the front of this application. The Customer shall - upon receipt thereof - sign the ATM card in the indicated space. In the event where the Customer has electronically chosen a PIN code for the ATM card as per the method described herein. The Customer hereby acknowledges that the PIN code is known only to himself/herself following choosing the same by himself/herself through the device specified for such purpose. Customer further acknowledges that the ATM card can be used without PIN code in some points of sale ("POS") for purchases outside the State of Kuwait. The ATM card shall - at all times - be deemed property of the Bank, and the Bank shall have the right to cancel its use and PIN code, or cease its usage or refuse its renewal, at any time. The Bank shall not be responsible as a result, thereof, and the Customer shall immediately return the ATM card to the Bank upon its cancellation.
2. The Customer undertakes to protect the card and the confidentiality of its PIN, and confirms his responsibility for all withdrawals and transactions to be made inside or outside the State of Kuwait by using such card with or without the PIN and undertakes not to expose the card or its PIN to the risks of being lost, will not cause the change of the details of the card and will not cause damage, thereof. The Customer shall be liable for all damages caused by having the card or its PIN kept in the hands of any of his followers or a third party. The Customer shall be responsible for any liability caused by the loss either of the card or its PIN, its theft, forgery leakage of information on it or the improper use, thereof; and shall take all legal procedures required and inform the Bank immediately in writing in order for the Bank to take the appropriate action. In any case, the Customer shall remain responsible for any withdrawals or transactions to be made by using such card and its PIN until the date of informing the Bank, thereof.
3. The Customer undertakes to maintain sufficient funds in his/her accounts with the Bank to cover all withdrawals and transactions made by using the ATM card - whether with or without PIN code - through ATMs, POSs, or internet. Cash withdrawals may not exceed the amount specified by the Bank for daily withdrawals through ATMs, POSs or internet. Further, the Customer is not entitled, under any circumstances, to overdraw his/her account unless there is a prior agreement with the Bank in this respect.
4. The Customer shall be liable towards the Bank for any loss or damage resulting from: the use or misuse of the ATM card - whether with or without PIN code - through phone or fax services; any unauthorized use of the ATM card - whether with or without PIN code; or the Customer's violation of the terms and conditions relating to the ATM card. The Customer hereby undertakes to compensate the Bank for any such loss or damage.
5. The Bank shall not be responsible for any loss or damage caused directly or indirectly as a result of a technical error or breakdown in the ATMs, or the Internet or the refusal of the card from any such machines or POSs, or the banks or the seller of the goods or the service provider (the "Merchant"). In the event the POSs or the banks agree to make a refund to the Customer, the Bank shall credit his account with the amount upon receiving written instructions from them to this effect and satisfying the commission applicable thereto, and the Bank shall not be responsible for any delays in receiving such instructions.
6. All withdrawals and transactions made by using the ATM card - whether with or without PIN code - shall be recorded on the Customer's account(s) specified in the application or any other account(s) of the Customer with the Bank in accordance with the Bank's applicable regulations. The Bank shall have the right to deduct the debited balance from the credited balance of any other account of the Customer with the Bank. The statements related to withdrawals or transactions made by using the ATM card - whether with or without PIN code - shall be deemed conclusive evidence of the Bank's rights against the Customer.
7. All amounts due by the Customer as a result of issuance and usage of the ATM card shall be calculated in Kuwaiti Dinars, and for this purpose, any amounts relating to any transaction made in foreign currency, shall be converted into local currency (Kuwaiti Dinar) at the selling spot rate of Kuwaiti Dinar then applicable at the Bank against the foreign currency on the date the Bank receives statement of such amounts. All amounts shall be recorded on the account connected to the ATM card in addition to a percentage determined by the Bank with a maximum of 2.75% of the value of the transaction made outside the State of Kuwait, and the Customer hereby acknowledges and approves the same. The added percentage represents costs linked to the ATM card transactions' processed outside the State of Kuwait, such as mandatory costs, settlement costs and mandated costs, as well as to cover risks of foreign currency exchange rate volatility and losses associated with fraud and forgery.
8. In the event that separate ATM cards are issued for several Customers having a joint account then each such cardholder shall be jointly liable towards the Bank for all withdrawals and transactions made in relation to such joint account by using any of their ATM cards - whether with or without PIN code.
9. The Customer may use his/her ATM card - whether with or without PIN code - to electronically transfer funds at POSs or on the internet for purchase of goods or services which payments thereof are guaranteed and irrevocable.
10. Purchase of goods or services by using the ATM card - whether with or without PIN code - at POSs or through the internet, shall be at the risk and sole responsibility of the Customer and the Bank shall neither guarantee nor be held responsible in this respect whether towards the Customer or any merchant. The Bank shall not be involved in any objection by the Customer regarding such goods or services irrespective of whether such objection is due to non-receipt of goods or services, delay in delivery, product defects, or any other reason whatsoever; and the Bank shall not be responsible for any loss or damage, whether directly or indirectly, arising therefrom. Furthermore, the Bank shall not be deemed party to any dispute that may arise in this respect between the Customer and the merchant. The Customer, shall in all circumstances be responsible - despite his/her objection or dispute - towards the Bank for all amounts, expenses and commissions debited to his/her account(s) with the Bank.
11. The Bank may cancel the card upon holding the same at any of the ATMs, in which case, the Bank may issue another card with new fees.
12. The Customer may use the card to receive other services announced by the Bank from time to time against payment of the fees and commissions determined by the Bank; and the Bank shall have the right, at anytime, to cancel or stop or amend all or part of such services and shall have the right to amend the fees and commissions applicable thereto.

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### Sixth- Specific Terms and Conditions for the Use of Watani Telebanking Service:

1. The Customer agrees that the Bank shall record all telephone calls made with him.
2. All entries and transactions that are conducted on the account of the Customer pursuant to this service, shall be considered as conclusive evidence and binding upon the Customer, and the Customer, solely, shall be fully responsible for all transactions made by the use of this service and actions resulting from such use, and the Customer shall compensate the Bank for any direct or indirect damages resulting there from.
3. As the use of this service does not happen unless the Customer use his ATM PIN number, then the Customer shall be bound by the confidentiality of his PIN, as stipulated in the terms and conditions for using ATM cards, and he declares that he shall be responsible for all actions resulting from the use of the pin to obtain watani telebanking service, and the simple use of the pin to obtain this service, shall be considered as a valid reason for the Customer to be fully responsible for all transactions, even if he did not do them himself, and to confirm this, the Customer shall have no right to dispute the accuracy of the telephone call recording, or that the voice recording is not his, as long as the transaction has been performed by the use of the PIN, unless the Customer, prior to performing such transactions has informed the Bank of the loss of the PIN or its disclosure to third parties. Further, the Customer has no right to claim the recorded copy kept with the Bank after the expiry of the retention period applicable thereto.
4. The Bank shall have the right, in its sole discretion, at anytime, to abstain from executing these instructions, addressed to him through the use of this service, and shall have the right to suspend this service in whole or in part without giving the reason thereof, and without the need for any warning or notification, and without being responsible whatsoever for the Bank's failure to abstain or stop, in whole or in part the execution of such instructions.

### Seventh- Specific Terms and Conditions for the Use of the Banking Services Through the Internet (NBK Online Banking) and (NBK Mobile Banking):

1. In the event the Customer wishes to use NBK Online Banking or NBK Mobile Banking (each of which is referred to hereinafter as "Service"), he shall, upon signature on this application form, be bound by all the terms and conditions determined by the Bank for the benefit of any of the products listed for such Service, currently or in the future, and shall be responsible for satisfying all the technical requirements which are required by the Bank for this purpose.
2. The Customer, solely, shall be fully responsible for all transactions made by the use of this service and any actions resulting from such use, and the Customer shall compensate the Bank for any direct or indirect damages resulting therefrom.
3. The Bank shall have the right, in its sole discretion, at anytime, to abstain from executing these instructions addressed to him through the use of the service and shall have the right to suspend this service in whole or in part without giving the reasons thereof and without the need for any warning or notification and without being responsible whatsoever for the Bank's failure to abstain or stop in whole or in part the execution of such instructions.

### Eighth- Terms and Conditions for Money Transfer and Payment Instructions:

1. The Customer agrees that the Bank shall not be responsible for any delay or abstention or completion of the transfer as a result of insufficient funds or error or missing information in the transfer application or transfer order, or incomplete data, or imposition of any restrictions on transfers or if the amount is withheld or confiscated by local authorities or other state authorities or, if there is any suspicion that money laundering is involved or for any other reason beyond the control of the Bank.
2. In the event the Customer agrees to pay the expenses for the corresponding banks, the Bank shall calculate estimated expenses for such banks and the Customer shall be bound to pay any other additional expenses claimed by the corresponding banks.
3. In case the amount of the transfer has not been paid, the determination of the amount which the Customer can claim for a refund shall be the average purchase price of the currency used by the Bank on the same day the transfer has taken place. The Customer can not claim the refund of the amount of the transfer unless he returns to the Bank what he has received in terms of bank cheques or other documents issued by it, and after the Bank has received a final notification from its corresponding bank that the amount of the transfer has not been paid and that the original instructions relating thereto have been cancelled.
4. It is hereby agreed that the Bank and its correspondent banks shall not be responsible for any consequences resulting from any conflict, delay, oversight, or telegraphic error in the transfer instructions or technical, and the Customer agrees that the Bank and its correspondent banks shall not be responsible whatsoever if the payment of the amount is delayed in order to obtain the required confirmation for the correctness of names and statements of the transfer order or payment instructions. The Customer shall compensate the Bank and its correspondent banks for any loss resulting there from; and in all circumstances, the Bank shall not be responsible for any loss resulting from the execution of the transfer or from any error or negligence on the part of any corresponding bank.
5. In the event the Customer requests a cash transfer to be made between banks inside Kuwait, the Customer declares his full knowledge that such transfer is based only on the principle of the verifications of the IBAN number of the beneficiary, and the Customer accordingly, releases each of the Bank and the Bank of the beneficiary from any liability towards either of them for verifying the name of the beneficiary or his account number in order to complete this transfer.

### Ninth- Other Terms and Conditions:

1. The Second Party acknowledges his agreement to the Bank's investigation - through his staff and his representatives - on the place of residence and/or workplace and the correctness of the information and data recorded about him at the Bank, and to follow-up for updating these details. In addition, the Second Party authorizes the Bank to disclose the data and information related to the financial liabilities of the Second Party at the Bank to any of the staff and representatives in the workplace of the Second Party, whether registered with the Bank at the time of borrowing, or that he/she joined afterwards, and the Second Party hereby, releases the Bank, its staff and its representatives from the responsibility for any damages that the Second Party may incur directly, or indirectly, as a result of the disclosure of such information and data.
2. The Customer acknowledges that his address as shown in this application constitutes his selected domicile in respect of all his accounts at the bank and in connection with any dispute or litigation that may arise before the courts at all levels, including any obligatory enforcements procedures, and all legal correspondences and any judicial notices sent to him by the Bank to his address or by fax or registered/ preferred mail, shall be deemed to be validly and legally served on him, and such selected domicile by the Customer, shall be considered as the legal place for his official notification of all correspondences sent to him relating to his account at the Bank, and any change of his domicile or the Post Office Box number or fax number, shall have no legal effect until the Bank receives in writing, a notice for such a change by registered mail.
3. The Customer agrees that this application and all information and documents related thereto, are the basis for requesting any new account to be opened at the bank. The Customer also acknowledge that he has read the aforesaid terms & conditions for operating the accounts and agree that such terms & conditions shall apply to all of his accounts, which shall be opened now and in the future at the bank.
4. In the event an account is opened in the name of a minor with the knowledge of the father, legal guardian or donor, the account opener, hereby acknowledge that the minor may open an account with his knowledge as per the banking laws and systems applicable in the State of Kuwait, and to deal with all accounts opened by the minor himself under his name; and the Bank shall not be responsible for the transactions made by the minor on these accounts.
5. In case of contradiction between the Arabic and English texts of these terms and conditions, the Arabic text shall prevail.

### Tenth- Applicable Law and Jurisdiction:

Any dispute that may arise in respect, hereof, shall be subject to the Kuwaiti Law and to the jurisdiction of the Kuwaiti courts, and the Customer, hereby, confirms his submission to the local jurisdiction of the courts of the governorate of the capital of Kuwait.

For Bank Use Only	Customer Signature
<p>The Customer has signed in front of me after I have confirmed his/her identity &amp; reviewed the presented documents.</p> <p>A/C No.: _____</p> <p>A/C Opener Name: _____</p> <p>Signature: _____</p> <p>A/C Approved by: _____</p> <p>Signature: _____</p>	