

## Terms and Conditions

In these terms and conditions the word "Client" shall mean the person or entity who signed the transfer application and the word "Bank" shall mean National Bank of Kuwait (S.A.K.P.), its Branches & Subsidiaries; the singular where the context so admits shall include the plural and vice versa.

The Client hereby agrees that the Bank shall have no responsibility if the transfer is delayed or not processed due to unavailability of sufficient funds or mistaken statement of insufficient information in the transfer application or due to restrictions on transfers or if the amount is withheld or requisitioned by the local or foreign authorities, or in case of suspicion that the transaction relates to money laundering or for any other causes beyond the Bank's control.

Correspondent bank fees shall be borne by the beneficiary unless the customer elects to bear such fees; whereby the Bank in the latter case shall calculate the estimated costs of such banks and the customer hereby undertakes to pay any additional expenses claimed by the correspondent banks.

In case this transfer is unpaid, the Client can only reclaim the value thereof at the currency buying rate of the day in which the refund takes place. The Client can not claim the refund until he returns the draft or other documents received by the Client from the Bank and after the Bank has received definite advice from its correspondents that the transfer has not been paid and that the original instructions relating thereto have been cancelled.

It is understood that the Bank and its correspondents shall have no responsibility for any consequences resulting therefrom of any irregularity, delay, mistake, telegraphic or technical error in executing the instructions. The Client agrees that the Bank and its correspondents shall have no responsibility for the delay in payment due to their obtaining the required confirmations for the correctness of the information stated in the transfer application or the payment instructions containing names and statements. Also the Client undertakes to indemnify the Bank and its correspondents against any loss which they may incur as a result of the aforesaid, in all cases, the Bank shall not be liable for any loss that may result from the execution of this transfer or from any mistake or negligence on the part of any of its correspondent banks.

In the absence of other impediments, the Bank shall transmit the transferred amount to the beneficiary's account on the business day following the date of transfer. The transfer period can take up to 3 business days until the amount is credited in the beneficiary's account. The Bank shall bear no responsibility if the transfer to the beneficiary's account is not executed during the aforementioned period.

In case the Customer is exposed to fraud or error during a fund transfer, Customer should contact Hala Watani 1801801 immediately in order to take the required action without any liability on the Bank towards the Client in relation to recovery of the value of the transfer.

The Customer expressly acknowledges that the transfer order may not be revoked and that the transferred amount may not be refunded if the transferred amount is credited into the account of the beneficiary, and that refunding the transferred amount – in case the transfer order is revoked – is conditional upon the approval of the beneficiary bank prior to crediting the amount into the latter's account or the consent of the beneficiary if the amount has been credited to the beneficiary's account.

The Bank warns the customers that some banks accept and process transfers based on the account number (or the International Bank Account Number IBAN) even in case of mismatch between the account number and the name of the beneficiary.

This transfer is subject to Kuwaiti Law and the Jurisdiction of Kuwaiti Courts.