

# NBKI Authenticator Terms and Conditions of Use (“Terms”)

Version 1.0

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## 1. About us

This App is supplied by National Bank of Kuwait (International) Plc (“NBKI”, “we”, “us”, and “our”).

Our company number is 02773743. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 171532.

Our registered office and our place of business is 13 George Street, London, W1U 3QJ. However, please direct all correspondence related to the App to [info@nbki.com](mailto:info@nbki.com).

“App” means the NBKI Authenticator app that you download and install onto your device, and includes and all updates to such App that we make available or provide to you from time to time.

The App provides functionalities relating to card activation, balance and transaction enquiries and identity verification methods when making online purchases. For additional information on the functionalities of the App, please visit our FAQs at <https://www.nbk.com/london/services-and-support/security-tips.html>.

## IMPORTANT NOTICE: PLEASE READ

These Terms explain how you may use the App and the legal terms that apply. By downloading the App, you are agreeing to these Terms which are legally binding.

The terms and conditions which apply to any card accounts you hold with NBKI are separate to these Terms. These Terms only relate to your use of the App.

These terms and conditions apply solely to customers of NBKI based in the United Kingdom. If you are a customer of NBKI in France, please contact your bank for your terms and conditions.

For information about how your personal data is processed, please see the privacy notice here: <https://www.nbk.com/london/privacy-notice.html>.

Please read these Terms and our privacy notice before you download and use the App. Only download the App if you have read the rules and agree to them. If you do not agree to these Terms, we will not allow you to use the App and you should not download it.

Please pay particular attention to paragraphs 17 and 18 of these Terms, which are about our liability to you.

## 2. Age

To use the App, you must be 18 or older and have a National Bank of Kuwait London current account.

## 3. Permission from device owners

You must obtain permission from the owner of any device that is controlled but not owned by you to download and use a copy of the App on that device.

You and the owner of the device may be charged by your and the owner’s service provider for internet access on the device.

You should check with your and the device owner’s mobile or internet service provider for details of data and internet usage charges.

If you download or install the App onto a device, you accept responsibility in accordance with these Terms for using the App on that device, whether or not you own that device.

## 4. Device and system requirements

The App is compatible with devices that meet the minimum system and compatibility requirements below. If your device does not meet these requirements, the App might not work on your device as intended:

We support iOS 14.0 and above and Android 11.0 and above. You may be required to install updates to your device from time to time in order to continue to make use of the App.

You must not install the App on any device that has been jailbroken, i.e. any device (including its operating system) that has been modified in order to circumvent the manufacturer’s restrictions on the device without the consent of the manufacturer.

The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your device (such as a faulty camera), app store failure or anything else that it would not be reasonable to expect us to control.

## 5. Activation Steps

The Apps activation process consists of the following steps:

- Download and install the free NBKI Authenticator app from Google Play Store/Apple App Store.
- Swipe through three welcome screens - these explain the basic features of the App.
- Enter your date of birth and mobile phone number.
- Read and accept NBKI’s privacy policy and terms and conditions.
- A reference word will appear on the device instructing London customers to contact NBKI on +44 2079350876.
- NBKI will perform an identity check and verify the reference word against the word shown on their system.
- Once verified, NBKI will trigger the delivery of a one-time passcode (OTP) by SMS your device. If you have problem receiving the OTP via SMS, you can request it to your email address (please ensure this is the same address as that we have on record).
- You enter the OTP and then set and confirm a personal code.
- Once the personal code is set you will be completely registered.
- To set your static password; please select ‘Safe online shopping’ within the card settings in the app.
- Once the application activation has been completed you will be ready to complete your online purchases if challenged.

For those wishing to confirm their identity biometrically, please follow the same steps set out above and ensure this is already set up on your phone (e.g., facial recognition/fingerprint scan are already used to unlock your phone). Please see the FAQs referenced in Section 6 below for information on how to set up biometrics on your iPhone/Android device.

Once the App activation has been completed you will be ready to complete your online purchases if challenged. If you do not complete activation (by following the above steps) you will not be able to make purchases online authenticated via the App.

### 6. Support for the App, how to tell us about problems and complaints

For help using the App please view our FAQs <https://www.nbki.com/london/services-and-support/security-tips.html> or alternatively, email our support team at [info@nbki.com](mailto:info@nbki.com).

You can also email our support team if you want to let us know about any errors or performance issues with the App, or if you have a complaint. We will endeavour to respond to your email within 30 days of receipt.

### 7. How we will contact you

If we need to send you a general notice or general information, we will send a pop-up notification on the App. We recommend that you check the App regularly for notifications. We may also contact you by SMS or email using the most recent mobile phone number or email address you have provided to us.

### 8. Permission to use the App

The App belongs to us and our licensors. We grant you a non-exclusive, perpetual, licence to:

- download and install the App onto a device that you own or control, or if you have obtained the App from the Apple App Store, onto any Apple branded product that you own or control; and
- use the App for personal, non-commercial use.

If you obtained the App from the Apple App Store, you must also use the App in accordance with [the Usage Rules in Apple's App Store Terms of Service](#).

If you obtained the App from Google Play, you must also use the App in accordance with the [Google Play Terms of Service](#).

You may use the App anywhere in the world.

You may share the App in accordance with family-sharing rules, family-group rules and volume purchase rules of the app store where you obtained the App. Otherwise, you must not transfer the App to any other person or share the App with any other person.

If you sell any device on which the App is installed you must remove the App from the device before you deliver the device to the buyer.

This is a licence, not a sale. That means that we and our licensors continue to own the App when it is installed on your device.

If you provide any feedback, suggestions and other communications to us regarding the App (“Feedback”), you grant us a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use, reproduce, modify adapt, publish, translate, create derivative works from and distribute such Feedback for NBKI's own purposes.

### 9. You must keep account details safe

You must treat your user account details and password as confidential and must not disclose them to any third party.

We have a right to disable any account, password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your mobile phone number / email and password combination, you must change your password as soon as possible and promptly notify us at [info@nbki.com](mailto:info@nbki.com).

If your account details or any other information about you changes, notify us at [info@nbki.com](mailto:info@nbki.com) straight away.

### 10. Some rules

There are some rules we ask you to follow when using the App.

You must not:

- use the App for any illegal purpose;
- attempt to make any income directly from using the App;
- upload or transmit anything via the App that is obscene, defamatory, abusive, or threatening or that infringes any other person's rights.
- use the App to do anything that could harm our reputation;
- use the App to post or transmit spam;
- try to hack the App or to get around any of the App's security or access control features;
- modify, adapt, translate, or create derivative works of the App;
- remove, alter or conceal any trademark, logo, copyright or other proprietary notice that is on the App; or
- decompile or reverse engineer the App or try to derive source code from the App by any other method (“Reverse Engineer” the App), except as is permitted by the Copyrights Designs and Patents Act 1988 (as amended). If you require information to enable you to make the App interoperable with other software (“Interoperability Information”) please contact us at [info@nbki.com](mailto:info@nbki.com) so that we may try to assist you.

If we provide you with Interoperability Information or if you obtain Interoperability Information, you may only use it for the purpose of making the App interoperable with another software program. You should not use Interoperability Information for any other purpose.

### 11. Changes to these Terms

From time to time, we may make changes to these Terms to reflect:

- changes in law or regulations that affect the App or our business;
- industry requirements or standards that affect the App or our business; and/or
- changes or updates to the App.

If we plan to amend these Terms, we will give you reasonable advance notice. We will notify you of planned changes to these Terms by sending you a pop-up notification via the App. We recommend that you check the App regularly for notifications.

If you wish to continue to use the App after the changes to these Terms come into force, you will need to click to accept the amended Terms.

If you are unhappy with our changes to the Terms, you can choose not to accept the changes to the Terms and you should not use the App from the date that the changes come into force.

By clicking to accept a change or by continuing to use the App after the date that the changes to the Terms take effect, you are agreeing to be legally bound by those changes.

The latest version of these Terms will be available to you to read and download via the App interface.

### 12. App updates

From time to time we may make free updates available to you via the app store where you obtained the App to improve the App's performance, to fix bugs, to address security issues, to enhance functionality, and/or to improve the user experience. We recommend that you install updates as soon as reasonably possible after we make them available to you.

We may automatically update the App on your device to address security threats.

### 13. We are not responsible for other websites you link to

The App may contain links to independent websites which are not provided by us. These independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them, and agree to their separate terms of use.

### 14. Errors, bugs and interruptions

The App and all updates are supplied to you free of charge. However please note Section 1 above which states that any card accounts you hold with NBKI are subject to separate terms and conditions.

You acknowledge that the App is provided on an “AS IS” basis and may contain errors or inaccuracies. We do not give any warranty or guarantee that the App will operate without error.

We do not guarantee uninterrupted access to the App. You acknowledge that we may need to interrupt access to the App for scheduled or emergency maintenance purposes, to fix bugs or for security reasons. Access to the App may also be interrupted for reasons outside of our reasonable control.

### 15. App not developed for your requirements

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the App as described on the applicable app store front and in these Terms meets your requirements.

### 16. Security of internet transmissions

You acknowledge that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### 17. Our liability to you – losses we are responsible for

We do not exclude or limit our liability to you:

- for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- for fraud or fraudulent misrepresentation; or
- for any liability that cannot be excluded or limited by law.

### 18. Your responsibilities and our liabilities

**Check device compatibility and system requirements:** It is your responsibility to check that the App is compatible with your device and the operating system on your device (see paragraph 4 of these Terms). We will not be liable for loss or damage caused by you failing to correctly follow installation instructions or to have in place the minimum device or system requirements advised by us.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any business-related losses that you suffer as a result of our breaking these Terms or our negligence. Examples of “business-related losses” include loss of profits, loss of business, loss of contracts, loss of business opportunity and business interruption.

**Back-up your data regularly:** It is your responsibility to regularly back-up all devices where you have installed the App and all data and digital content on those devices. If you fail to back-up your device and the data and digital content on it at least once every 45 days, we won't be liable to you if the App damages data or digital content on your device.

**Install all updates promptly:** To help protect the App and your device from security risks, we strongly recommend that you promptly install all updates that we make available to you. Failing to install updates that we make available to you could leave the App and your device vulnerable to security threats. If you did not install a free update within 14 days after we make the update available to you, we won't be liable to you for any loss or damage of any kind that could have been avoided if you had installed the update.

**Events outside our reasonable control:** We will not be liable for any losses that you suffer because we fail to comply with these Terms as a result of events outside our reasonable control.

**How is compensation under these Terms calculated?** If we are liable to compensate you, we will only be responsible for “reasonably foreseeable” loss that you suffer as a result of our failing to comply with these Terms or as a result of our negligence. Loss is “reasonably foreseeable” if it is an obvious consequence of our failing to comply with these Terms. Loss is also “reasonably foreseeable” if, at the time you accepted these Terms, both we and you knew the loss might happen as a result of our failing to comply with these Terms.

**If you cause your own loss:** If you breach these terms, we will not be liable for any increase in loss or damage that you suffer as a result of your breach of these Terms.

#### **19. We may end your right to use the App**

If you do not comply with these Terms, applicable laws, or if we have reasonable grounds to suspect fraud or mis-use of the App by you or by anybody using your device or account details, we may immediately suspend or terminate your right to use the App by giving you written notice setting out the reasons.

We may also suspend or end your right to use the App if we are required to do so by the app store where you obtained the App.

If you have not interacted with the App for a consecutive period of 2 years, we may contact you by SMS or email to let you know that we intend to terminate your use of the App. “Interacting” with the App means logging in to or making use of the App

When we contact you we will let you know the date on which your right to use the App will end, which will be least 30 days after we contact you.

#### **20. We may discontinue the App**

We may end your right to use the App if we discontinue the App.

We will give you not less than 30 days’ notice via email or push notification before discontinuing the App.

#### **21. You can choose to stop using the App at any time**

If you no longer wish to use the App, you may end this contract by contacting us at [info@nbki.com](mailto:info@nbki.com).

#### **22. What happens after your right to use the App ends**

When your right to use the App ends:

- you will no longer be able to use the App. You should stop using the App and delete it from all of your devices; and
- we (or the app store where you obtained the App) may remotely disable the App on your device(s) or use other means to prevent you from accessing the App.

#### **23. Please Read This Section If You Obtained The App From The Apple App Store:**

If you obtained the App from the Apple App Store, this section explains how responsibility for the App is allocated as between National Bank of Kuwait (International) Plc and Apple.

If you obtained the App from Google Play or another app store, this paragraph 23 does not apply to you.

- These Terms are between National Bank of Kuwait (International) Plc and you. These Terms are not between you and Apple.
- National Bank of Kuwait (International) Plc’s responsibilities and liabilities to you are explained in the other sections of these Terms.
- National Bank of Kuwait (International) Plc, not Apple, is solely responsible for the App and its content.
- Apple has no obligation to provide any maintenance or support services for the App.
- National Bank of Kuwait (International) Plc, not Apple, is responsible for any product warranties in relation to the App.
- If the App does not conform to a warranty given by National Bank of Kuwait (International) Plc, you may notify Apple, and if you have paid a purchase price for the App, Apple will refund you the purchase price. Apple has no other warranty obligation in respect of the App.
- Any other claim that you might have in relation to the App is National Bank Of Kuwait (International) Plc’s sole responsibility (and not Apple’s) and will be determined in accordance with the law and these Terms.
- National Bank of Kuwait (International) Plc, not Apple, is responsible for addressing any claim by you or a third party relating to the App or your use or possession of the App. This includes: product liability claims; (ii) any claim that the App does not comply with any law; and (iii) consumer protection, privacy and similar claims.
- If a third party claims that the App or your use or possession of the App infringes that third party’s intellectual property rights, National Bank of Kuwait (International) Plc, not Apple, will be solely responsible for investigating, settling, defending and/or discharging the claim.
- Apple and Apple’s subsidiaries are third party beneficiaries of these Terms. Apple and its subsidiaries may enforce these Terms in accordance with the Contracts (Rights of Third Parties) Act 1999. Apart from this, no other person has rights under the Contract (Rights of Third Parties) Act 1999 to enforce these Terms. There is no requirement to obtain consent from Apple, any Apple subsidiary or any other person who is not a party to these Terms in order to rescind, vary, suspend, enforce or terminate these Terms, or to assign or transfer any rights or obligations, or to grant any waiver under these Terms.
- You warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and that you are not listed on any U.S. Government list of prohibited or restricted parties.

#### **24. We may transfer this contract to someone else**

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **25. You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

**26. Third parties**

Except where paragraph 23 applies, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

**27. If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**28. Even if we delay in enforcing this contract, we can still enforce it later**

If we fail to insist that you meet your obligations under these Terms or if we do not enforce our rights against you or if we delay in doing so, that will not mean that we have waived our rights against you and it does not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you. Even if we delay in enforcing this contract, we can still enforce it later.

**29. Which laws apply to this contract and where you may bring legal proceedings**

These Terms are governed by English law and you can bring legal proceedings in relation to these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.