



BurganOnline Service

Terms & Conditions

The terms and conditions hereunder set out the rights and obligations of you The Customer is one party and ourselves Burgan Bank k.s.c. as the other party, in connection with your use of Burgan Bank online Internet Banking Services also called BURGAN ONLINE. All the terms of this agreement are legally binding, so please read them through carefully before you submit your online application form.

By submitting the online application form, you agree that the Burgan Bank online service will be available on all eligible accounts in your name with us whether opened now or opened in the future, and including any joint accounts you hold with others.

In order to use the Service, you must:

- Be an eligible account holder with the bank, and
- Become registered with us for the use of the Service and meet our registration requirements.

1. The above introduction is an integral part of this agreement.

CUSTOMER RIGHTS AND OBLIGATIONS

2. To enable you to use the Service, you are required to choose your (use Login Name), (Password) and (Transaction Password). These are your security Codes that will be used to identify you whenever you access the Service. Whenever you choose a Password, you must take care not to choose a word or number that is likely to be guessed by anyone trying to access the Service pretending to be you.
3. If you discover, or suspect that your Password are known to someone else, you must immediately change the Passwords yourself through the Burgan Bank online service as soon as possible.
4. In submitting your online application for the Service, you have confirmed that your joint account holder(s) is/are satisfied for you to access your joint accounts via the Service.
5. If you become aware of any transactions on any of your accounts that has not been validly authorized by you, you must notify us immediately. For this purpose you must check bank statements we send you within a reasonable time after you get them and let us know straightaway about any errors.
6. You must not allow anyone else to operate the Service on your behalf
7. You must not leave your System unattended while you are online to the Burgan Bank online service and ensure that you have logged-out before leaving.
8. You must not access the Burgan Bank online Service from any computer connected to a local network or LAN without first making sure that no one else will be able to observe or copy your access or get access to the Burgan Bank online Service pretending to be you.
9. If you discover, or suspect that your Passwords are known to someone else, you must notify us immediately.
10. You must not use the Service to create an unauthorized overdraft on any of your accounts and we are entitled to refuse to accept an instruction that would do so. If an unauthorized overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in line with the terms and conditions of the account).

You should agree that: it is your responsibility to make sure that no unauthorized overdrafts are created, and you will not rely on the operation of the Service to prevent an unauthorized overdraft being created. In particular, you must remember that your cheques and any payment instruction you have given via the Service might take time to clear and might not always be reflected immediately in the balance on your account.

11. When we receive a payment instruction from you through the Service, we will be entitled to debit the payment plus any charges payable for the transaction from the account you have specified. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligations to reverse an instruction you have given, or However, if you do ask us to reverse an instruction after you have given it, we may try to do so to the extent that this is possible under the rules and practices of the banking system. You will be responsible for any costs we face as a result.
12. You are not entitled to give us instructions that are conditional.
13. You access the Burgan Bank Online Service through the Internet, a public system over which we have no control. We expect you to take all reasonably practicable measure to ensure that any computer or other device that you use to access the Service (other than a computer or device we provide for this purpose in our branches) is adequately protected against acquiring viruses.
14. If you access the Burgan Bank online Service from a country outside Kuwait, you are responsible for complying with the local laws of that country.
15. You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.
16. You may cancel the Service at any time, by giving us notice one month in advance.
17. We will be entitled to end your use of the Service immediately on all your accounts if any of your joint account holders notifies us:
 - That they never consented to your application for the Service (in which case you agree to indemnify us for any costs or losses that we incur as a result):
 - That the joint account can no longer be operated on your instructions alone: or
 - That he/she is no longer prepared to accept that you may operate the joint account using the Burgan Bank online Service.

BANKS RIGHTS AND OBLIGATIONS

18. You agree that the use of the Security Codes agreed between us for the Service is adequate identification of you. We are entitled to act on your electronic instructions given using the Security Codes via Burgan Bank online Service, without obtaining any further written or actually given or authorized by your (except for the circumstances described in section 20).

A transaction may not always be processed as soon as in instruction for it is given. Time may be required for some instructions many only be processed during the normal banking hours even though the service may be operational outside such hours.

19. We may, when believe we are justified in doing so:
 - Refuse to carry out an instruction given via the Service, or
 - Insist on written confirmation of for particular instruction.If we come to believe that an instruction may not have been properly authorized by you, we will be entitled after making reasonable efforts to check whether it was properly authorized, to refuse to act on that instruction and we will not be responsible for any loss to you that results from such a refusal or reversal.
20. You will not be responsible, nor have any liability, for any instruction that is not authorized by you but is given using your Security Codes or, in the case of instructions received by our helpdesk, given after passing our identification procedures, if:

- The instruction is given after you have notified us that you have discovered or suspect that your Passwords is/are known to someone else in accordance with Clause 9, or that someone impersonating you has contacted the helpdesk, or the Passwords, or your identification details, have become known to the person giving the unauthorized instructions as result of negligence or willful default on our part.
21. In connection with the Service, we are entitled at any time to:
- Change the mode of operation or the facilities available, or
 - End the service.
- We will give you notice of any change one month before it takes effect.
22. We have right to change the terms of this agreement at any time by giving you notice either in writing or by sending you a message via the Burgan Bank online Service. We will give you notice of any change one month before it takes effect, except when it has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received a notice about any change in terms, we will treat your use of the Service after that as your acceptance of the change.
23. We are entitled:
- to charge you fees and charges for the Service: and
 - to change those fees and charges from time to time, by giving you notice at least one month in advance. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the notice period.
- To avoid any doubt, please note that the reference to fees and charges in this Section only applies to our charges for providing the Service. It does not apply to any charges for particular banking or other services we might provide in response to your requests via the Service: we will be happy to provide you with details of our charges for particular banking or other services on request.
24. The information relating to the Burgan Bank online Service on the Burgan Bank website constitutes an invitation to you to apply for the Service. For the avoidance of doubt, this information is not an offer by us to contract with you to provide the Service to you and we are not bound to accept or consider any application. 25. This agreement is governed by the laws of Kuwait. Both parties agree to submit to the jurisdiction of the Kuwait courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction that is appropriate.
- I/We have read the Terms and Conditions for Burgan Bank Online Internet Banking Services Burgan Online attached in this application and available on the website and agree to be bound by it.
 - I/We agree and accept to do all changes mentioned above that