



## Burgan SMS Service

### Terms & Conditions:

#### 1. Definitions:

- Mobile Phone (Cellular Phone): The Client whose application has been approved by the Bank shall have an assigned Mobile Phone (Cellular Phone) to be used in initially gaining access to his/her enrolled Account (chosen by client) through the use of his/her Mobile Phone (Cellular Phone)
  - Trace ID/Reference Number: A number generated by the messaging system for sending messages to the clients
2. You confirm that you are the owner or legitimate user, or that you have the consent of the owner or legitimate user, of the cellular phone number you are registering for the Burgan SMS Service.
  3. The Client assumes full responsibility for the security and confidentiality of his/ her mobile as well as for all transactions made using the said Mobile Phone (Cellular Phone).
  4. By signing the application or clicking on the 'Register' icon via Burgan Online, you accept the Terms and Conditions and you authorize Burgan Bank to debit all fees to your nominated account against providing you with the service. Burgan Bank reserves the right, at any time, to modify these fees without prior notice.
  5. Mobile Phone (Cellular Phone) Transactions: The Mobile Phone (Cellular Phone) shall be used to make the following transactions on the designated accounts:
    - Pull Services: A service in which you can request specific details via SMS, by sending an SMS to 1804080 with the related service code as per the table provided in the application and receive up to the minute responses by SMS on your designated mobile number
    - Push services: A service in which you choose to receive SMS alerts automatically when certain transactions occur or over a specified period
    - Trigger Messages sent to client automatically to inform him/her about any activity happened to his/her account
  6. Trace ID/Reference Number: Each successful Mobile Phone (Cellular Phone) Banking transaction shall be evidenced by a system-generated Trace ID / Reference Number, which shall be saved in the bank's database for record purposes. The Trace ID /Reference Number shall be the basis of the Bank in investigating any complaints lodged by the Client.
  7. Failure to Transact: You acknowledge that the Bank shall not be held liable when failing to transact as the Burgan SMS Service may, at any time, be adversely affected by problems with your cellular phone network, including without limitation, interference to the network coverage or any emergency cases and the Bank shall not be liable for any damage or loss caused by the same.

8. Amendments: The Client agrees to abide by, without prior notice, any and all future modifications, innovations, amendments or alterations in this Agreement made by the Bank. Any use of this service after any changes have been made to the Terms and Conditions shall constitute your unconditional acceptance to be legally bound by such changes.
9. Termination: Either the Client or the Bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. This Agreement terminates with immediate effect if your contract with your cellular phone service provider is ended (Change of number). You agree to inform us promptly in writing or by contacting Customer Contact Center if this happens, or in cases of the cellular phone is lost or stolen. And the Bank shall not be liable for any damage or loss caused by the same.
10. Other Services: The Bank may, at any time whatsoever, Add /Remove messages from the Burgan SMS Service subject to the Terms and Conditions of this Agreement and/or subsequent amendments there to.
11. Suspension of Service: The Bank may suspend the availment of any or all of the services for any cause whatsoever.
12. Free and Harmless: The Client shall indemnify and keep the Bank free and harmless from and against liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this Agreement on the part of the Client and/or a Third Party provided there is no gross negligence on the part of the Bank. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out of or in connection with this Agreement, including but not limited to Governmental or Supranational Authority (war, rebellion), Natural Disasters (typhoon, earthquake), Electrical, Computer, Mechanical or Communication Line failures.
13. I hereby agree to be notified by Burgan Bank through SMS, Email or any other method, of any services introduced by the Bank in the future or any modifications made to the services offered by the Bank. And these messages may be submitted as evidence where the Bank has the right to use at any time whatsoever and as it sees fit.
14. By using the service, you agree that such access and/or use, as well as these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Kuwait, and you irrevocably accept the jurisdiction of the Kuwaiti courts or any other competent court selected by the Bank.
15. I hereby agree and irrevocably authorize the Bank to extract a statement with all the messages sent by the Bank or vice versa for this service at any time it wishes from the Telecommunications Company that issued these messages and the mobile number they were issued from.

I hereby agree to receive SMS messages on the topics marked above from Burgan SMS Service. I acknowledge that the information provided by me is true and accurate and that I have read, understood and agree to be bound by the Terms and Conditions and that they will continue to apply every time I use the service.