Transfers and Payments Through Digital Services

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 Transfer or Payment through the service.

1. The customer hereby agrees, accepts and undertakes to maintain the confidentiality of the security codes your (User Name, Login Password, Transaction Password and Security Questions and their Answers) for the Digital Services whether those provided by the bank or created by the customer.

2. If you discover, or suspect that your security codes are known to someone else, breached or suspicion of breaching you must immediately change them yourself through the Digital Banking services as soon as possible and notify the bank immediately.

3. While the customer is using the service to submit a request or make transfers / payment, the bank will send a one-time verification code (OTP) to the customer contact details registered with the bank (email address, mobile phone number, and service provider) to complete these transactions. In the event that the customer changes the contact details (email, mobile phone and service provider) and fails to inform the bank, the customer is fully responsible for any loss or misuse that may occur from using the verification code for these transactions.

4. Any errors by the Customer while carrying out any transaction (including but not limited to payment of electricity, telephone or credit card bills or in the course of carrying out transactions for banking transfers between several bank accounts or to Local and International Banks through the service will be solely incurred by the Customer without having the right to claim against the Bank in any manner for any damages that may arise from such errors.

5. The customer hereby agrees that the Bank does not bear any responsibility for any delay, reduction, deduction or misuse of the transfer order or payment instructions and is not responsible for any loss that may arise due to error, neglect or other correspondent bank.

6. The Customer 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 or if the amount is withheld or requisitioned by the local or foreign authorities, or in case of suspicion that the transaction related to money laundering or for any other causes beyond the Bank's control.

7. Unless otherwise restricted, the Bank shall process the transfer amount to the beneficiary's account on the next business day following the transfer order. The funds are expected to reach the beneficiary's account within three (3) business days. The Bank assumes no liability if the transfer is not completed within this period.

8. The Client acknowledges and agrees that transfer instructions shall be executed based solely on the account number or IBAN (International Bank Account Number), even if the account number does not match the beneficiary's name.

9. The Client acknowledges that certain transfer orders may be processed based on the exchange rate applicable on the execution date, even if it differs from the rate on the request submission date. The Client understands and accepts that this practice is part of the Bank's standard policies. Client acknowledges choosing the transfer code based on the codes list provided by the Bank and is fully aware of this.

10. The Customer acknowledges that in the event of insufficient funds to cover a transfer/payment on a repeated date, the bank shall not be liable to affect the transfer/payment on the next repeated date

even if funds in the Customer's account are sufficient to cover both transfers/payments.

11. In case the Customer bears all the correspondent bank charges, the bank shall have the right to charge estimated charges for such banks and the Customer undertakes to settle any additional charges that might be claimed by the correspondent banks.

12. In the case of initiating a payment or a transfer through the service and clicking on "send", the customer agrees on the amount, price and fees provided by the service and is displayed on the Transfer/payment initiation and confirmation screens, and that the prices and fees provided by the service may differ from other channels.

13. By using any of the options provided through the service, the customer confirms and acknowledges that he has read and agreed to the terms and conditions related to the service and that he is aware of the fees and commissions applied to the service mentioned in the Digital services or the Bank Tariff list.

14. 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.

15. The customer hereby understands, accepts that the transfer may not be canceled and that the transferred amount may not be refunded if it is credited to the beneficiary's account. Refunding the transferred amount - in the event of canceling the transfer order - is conditional on the recipient's bank approval before depositing the amount in another account or pending the consent of the beneficiary to refund the amount if deposited in the his/her account.

16. The customer agrees that if the transfer amount is returned from the beneficiary bank or correspondent bank for any reason, the returned amount may be less than the transferred amount due to the recipient bank or correspondent bank fees and the currency difference. The customer will also agree that the bank will use the exchange rate for the day that the amount is deposited into his account.

17. It is understood that the Bank and its correspondents shall have no responsibility for any consequences resulting from any irregularity, delay, mistake, and telegraphic or technical error in executing the instructions. The Customer agrees that the Bank and its correspondents shall have not responsibility for the delay in payment due to their need for 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 Customer 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.

18. The Customer hereby declares and acknowledges that Bank has made available to it beforehand all required information with respect to the remittance and electronic transfer of fund services including the applicable fees (whether born by the Customer or the beneficiary), expenses benefits and the mechanism of obtaining the same, the foreign currency exchange rate and cost, and time required to perform the remittance or the transfer until the fund reaches the beneficiary. The Customer further declares that it has been given the opportunity to review the terms and conditions applicable to such services and has agreed to the same.

19. The Customer represents and acknowledges that the Bank has shared, in advance, with the Customer all applicable procedures in case an error or a fraud occurs during the performance of remittances or electronic money transfer.

20. The customer hereby confirms and understands that the cost of remittance or electronic transfer of money may not be known or available to the Bank prior to the execution of such remittance or transfer, and the Customer further confirms its acceptance to the same.

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

22. In addition to the terms and conditions stated herein, this Transfer and Payments service shall be governed by all the terms and conditions applicable on the Bank's services and accounts -as applicable- as they may be amended from time to time upon the Bank`s sole discretion.

- I/We have read and accept the Terms and Conditions above and the Burgan Bank Digital Services available on the website and agree to be bound by it.

- I/We agree and accept to do all changes mentioned above that.