

I. General Terms & Conditions for all types of accounts:

The following Terms & Conditions shall apply to all types of accounts over and above the Terms & Conditions pertinent to every type of account as set out in the respective clause as well as other Terms & Conditions prescribed on any other services :

1. Operation of the account shall rest with the account holder (customer), his legal representative or attorney. Annulment of any such capacity shall not be effective towards the bank unless the bank is notified of the same in writing.
2. All the customer's accounts, now existing or to be opened in the future, shall reciprocally guarantee one another regardless of their nature or type. Hence the bank may debit any account with any amount that becomes due on the customer in settlement of the debit balance appearing in other accounts. The bank may also merge and consolidate any accounts pertaining to the customer in one single account and effect set-off amongst them. Moreover the bank may make transfer from any account to another without the need to obtain the customer's prior consent. If the customer has a debt toward the bank, due or potential debt, all the credit balances in his accounts shall be considered pledged to the bank as security of such debt. In this case, other creditors of the customer may place attachment only on extra funds beyond those due to the bank from the customer.
3. The Bank's books and entries constitute conclusive evidence of the customer's rights and obligations as far as dealings with the bank are concerned. The customer shall have no right to protest to the same in any respect.
4. Statements of account forwarded by the bank to the customer on agreed dates shall be deemed valid, unless the bank receives from the customer a written protest to the same within fifteen days from the date of dispatch by ordinary mail. The customer is deemed to have received the statement of account in case he fails to request the same within fifteen days from the date agreed for dispatch, provided that the customer's address stated herein is the domicile elected by the customer for all correspondence or notices served to him by the bank, unless and until a written notification is received by the bank of another address.
5. The bank may at any time close the account and once the customer is notified of the same he shall return the unused cheque leaves and saving books held with him as well as the credit and ATM cards. The customer shall settle any debit balance as well as any other dues and interests accrued thereon.
6. If the customer's account becomes overdrawn, the customer shall cover such debit balances once they are debited on the account. The bank may charge interest on the daily debit balance in Kuwaiti Dinar based on the maximum conventional interest rate specified by the Central Bank of Kuwait. For foreign currency debt balance, the interest shall be 4% above CBK discount rate. Meanwhile the bank reserves the right to request the customer to immediately settle the debit balance.
7. The customer hereby conclusively and irrevocably authorizes the bank to exchange information about him and his accounts at banks and institutions participating in the risk central system as well as the data gathering system stipulated by Decree Law No. 53/1999

without any responsibility on the bank's part. In all cases where the customer is indebted to the bank, he agrees for the bank to enquire and investigate his balances and assets with all local banks, investment companies and state departments.

8. The customer acknowledges that he agrees to the bank obtaining the information noted in his Civil ID and his employment address - at any time- from the Public Authority for Civil Information and without the bank or the authority holding any responsibility.
9. The customer acknowledges his absolute and irrevocable agreement to comply with the Central Bank of Kuwait instructions in respect of closing a cheque account and adding his name to the list of customers whose accounts have been closed due to return of three cheques for reasons of insufficient balance in one year whether drawn by him or his lawful representative, or if the bank believes that there is a bad faith and chooses not to pay the cheque. The customer's name on such list shall remain for one year after which it shall be removed. In case the customer's account is closed, he shall return the unused cheques in his possession to the bank and agrees to any other measures taken by the bank in this regard. The bank may at its own discretion open a non-checking account for the customer and post on such new account any banking facilities granted on the closed account, if any. The customer will bear all the legal responsibility resulting from issuing of cheques on the accounts that are closed due to return of cheques , and shall have no recourse to the bank for closing the accounts ,adding his name to the said list of closed accounts or any other measures taken by the bank in this respect. The customer agrees that this acknowledgment shall apply to all the accounts that are currently or to be opened in his name with the bank.
10. The bank shall have the right to deduct the minimum balance fee if the minimum balance in the account falls below the stipulated minimum balance as per each account type.
11. If the account shows no movement for over six months, a dormant account fee of KD 2/- per month shall be collected.
12. Any notices or instructions issued by the customer shall not be considered if not given through the agreed means and delivered to the manager of the branch in which he holds his account or his deputy or the customer account officer or his deputy or to the manager of the department concerned with the customer's transaction in question. In all cases, the bank shall be considered to have received such instructions or notices only from the next business day following the receipt of the same.
13. The customer acknowledges that he is the sole beneficiary of this account and any accounts at present or to be opened in future in his name with the bank and that they will not be used in any money laundering transactions. Bank may if the contrary is established take necessary proceedings stipulated in Anti Money laundering law no. 106/2013 without any responsibility on the bank for the same. The customer undertakes to provide the bank with the required documents to prove the resource of his funds or business activity so that the bank can make ascertain that the funds coming into his account are commensurate to his source of income or business activity within the period specified by the bank. The bank shall have the right to take the action it deems fit towards the customer, who agrees to the bank's right to block his account and prevent him from making withdrawals or deposits until such documents have been provided to it or close the account and seize the funds until the

investigation has been completed regarding the same or close the account and deliver the available balances in the account to the customer or take any other action the bank may deem fit.

14. The customer authorizes the bank - such authorization shall be irrevocable even after or liquidation or winding up- to re-transfer any amount wrongly deposited in his account in the following cases:

- A. If the bank finds that the customer is not the intended beneficiary of the transfer order. In this case, the amount is re-transferred to the beneficiary's account intended in the transfer order or to the account of the person who requested the transfer as the bank deems suitable.
- B. If the transfer to the customer's account was from the account of one of the government's ministries or authorities or public institutions, and the ministry or authority or institution issued instructions to the bank to return the amounts previously transferred on its account, if the instructions indicate that the customer doesn't deserve the amounts previously transferred to his account. The transfer should be within the limits of the credit amount available in the account as on the date of the re-transfer, without interfering with the bank's right to credit the entire amount to be returned in the debit side of the customer's account even if it resulted in the account being overdrawn. The bank has the right to make the necessary entries on the account and the customer acknowledges the bank has no responsibility for any credits done as previously-shown.

15. Any notices sent by the bank to the customer will be valid and productive of legal consequences and properly served to the customer if they are sent by any of the following means:

Ordinary mail, fax, sms or email or by announcement in any daily newspaper issued in the State of Kuwait as deemed fit by the bank. The customer undertakes to notify the bank in writing of any change to his mailing address, telephone numbers, fax numbers and electronic address. All papers, notices, vouchers, demands, letters and other items related to the customer's relationship with the bank shall be considered legally and properly served to the customer as long as they are sent to the last mail address, fax number, mobile number or electronic mail notified to the bank.

16. The customer agrees that the electronic mail address, fax and mobile numbers shown in this application or any other electronic mail address or fax or mobile numbers notified to the bank in the future is his own address and is protected against usage by unauthorized persons as it can be used only after entering the user name and the password of the customer. The customer guarantees that the said email address, fax and mobile shall not be used by or infiltrated to unauthorized persons. In all cases, the customer agrees that he shall be fully responsible for any instructions acted upon by the bank and which are received through his email address, fax or mobile. He further agrees that the printout of his incoming or outgoing email, or copy of the fax message or a printed copy of the SMS shall suffice as a

conclusive and irreversible evidence of the instructions being issued by him or being informed of the issues stated in the email.

17. These terms and conditions shall be governed and construed according to the commercial and banking practices as well as the relevant laws applicable in the State of Kuwait. The Kuwaiti courts shall be the competent court to settle any disputes arising between the parties in connection with this agreement or any other agreement between the parties. Notwithstanding the above, the bank may file any lawsuit of any matter or take execution or precautionary proceedings under this agreement or any other agreement between the bank and the customer before any judicial authority in the State of Kuwait or any other country.

II. Terms & Conditions for Withdrawal from Accounts:

1. Withdrawal from the current account shall be made by means of cheques issued by the bank to the customer. It can also be made from the current account or any other account by any other payment voucher legally accepted by the bank. It may also be made by ATM card and/or any other credit card pursuant to the relevant terms and conditions.
2. The customer shall safeguard the cheque book delivered to him and shall report to the bank any loss of the book or any leaf. The customer shall be solely liable for all damages sustained due to having the book or a leaf of it with third party.
3. The customer hereby authorizes the bank to collect the value of commercial papers and other banking transactions and credit his account at the bank with the net value thereof.
4. The bank may return any cheques drawn against collection cheques unless such cheques have effectively been collected.

III. Terms and Conditions for Saving/Daily Investment and Call Accounts and Time Deposits :

• Terms and Conditions for Saving/Daily Investment/Call Account :

1. Interest shall be calculated and accrued as per the system applicable at the bank.
2. No interest shall accrue on balances falling below the specified minimum limits, which vary according to the currency and balance classes.
3. In case the customer is issued a saving book, the conditions stated thereon shall constitute an integral part of these Terms & Conditions.

• Terms and Conditions for Time Deposits :

1. It is a pre-requisite that the depositor must have an account with the bank.
2. The return on the deposit is calculated on the basis of the deposit's amount and period. Agreed interest is paid at the end of the period.
3. Time deposits are accepted in KWD, USD, GBP & EUR.
4. The Bank may from time to time change the minimum amount required to open a time deposit account at its own discretion without the need to inform the customer.

5. The customer empowers the bank to automatically renew the time deposit at the end of its period for the same term and at the interest rate prevailing on the date of renewal, unless the customer notifies the bank in writing of the contrary before the due date by a period not less than 48hrs.
6. Redemption of Time Deposit is allowed only on the maturity date, the customer is not due any interest in the case of canceling the deposit before the end of its period.
7. It is agreed that the customer is not entitled to any interest if the bank accept at its sol discretion to cancel the deposit before the expiry of it period.
8. The customer acknowledges that he/she has read the terms and conditions of the time deposit account and acknowledges that he has had the opportunity to review them and accept or refuse its terms and that the above terms are the result of mutual agreement and will be between the customer and bank.

- **In case of Time Deposit :**

- A. The minimum term for a deposit is one month and the maximum is one year.
- B. B.The minimum amount for initial deposit and renewal of the deposit is KD 3000 or equivalent in accepted currencies indicated in Item 3, based on the exchange rates applicable by the bank on the day of opening the time deposit account.

- **In case of Time Deposit Special :**

- A. The minimum term for the deposit is six month and the maximum is three years.
- B. Interest will be paid monthly to the customer at the agreed rate.
- C. The minimum amount for initial deposit and renewal of the deposit is KD 50,000 or equivalent in accepted currencies indicated in Item 3, based on the exchange rates applicable by the bank on the day of opening the time deposit account.
- D. In addition to the currencies specified in item 3 above, a deposit can be opened in Yen, Swiss Franc and GCC currencies, and any other currencies the bank aggress to and subject to availability of such currencies with the bank on the deposit date. In this case, the deposit shall be subject to the conditions set forth by the bank with respect to such currencies at the time.

IV. Terms & Conditions for Joint Account :

1. Withdrawal is restricted to the person(s) authorized by the account holders.
2. Shares of account holders are deemed to be equal unless stated otherwise.
3. All account holders are jointly responsible before the bank for settling any dues that may arise from this account regardless of the cause or the origin thereof. The bank may deduct such dues from the credit balance of any individual account pertaining to any holder of this account or to the share of any other joint account in proportion to his share in the clearing account.
4. Without prejudice to the bank's right to close the account at any time without stating the reason for the same, the bank may close the subject account without a prior notice and

divide the balance into several independent accounts, which will be subject to the same conditions stated herein, particularly in the following cases :

- If the bank is notified by one of the joint account holders that a dispute has arisen with any of the other account holders.
- If one of the account holders is subjected to attachment for whatever reason / cause. In this case the garnished account shall be frozen.
- If one of the account holders passes away and the dead holder's account is frozen.
- If one of the account holders is declared bankrupt and his account is frozen.
- If one of the account holders is subjected to attachment or declared incompetent and the garnished or incapacitated holder's account is frozen.

V. Terms and Conditions for Draw Accounts :

Relatives of Burgan Bank employees up to the second degree as on the draw date are not allowed to participate in the draw. Any winner who proves to be a relative of an employee shall forfeit the prize which shall be cancelled or shall go to the next substitute winner in the draw. If the prize is already collected by such winner, he shall have to return it immediately to the bank. The same applies in case up to the second degree relative of a customer becomes an employee of the bank, after opening the account and before the draw date.

VI. Terms & Conditions - Shabab (Youth) Account :

1. For the purpose of this item, the term "youth" refers to customers between 15 and 25 years of age.
2. A saving account with interest which can be held in Kuwaiti Dinars only.
3. There is no minimum balance and Interest shall be calculated and accrued as per the system applicable in the bank.
4. No account opening fees.
5. This account shall be allocated for receiving the youth's cash deposits of monies given to him/her as educational rewards and personal expenses as well as payments made to him/her for work carried out by him/her. The youth's signature on this application shall be considered as declaration on his/her part that all monies deposited by him/her in this account are exclusively generated from one or all of such resources.
6. This account shall be opened by the youth himself/herself. He/she shall have the right to sign on the relevant application for account opening, if he/she is 18 years and above. For those who are below 18 years of age, the designated legal representative shall sign for him/her.
7. An ATM card may be granted on this account, which shall allow withdrawal only from monies available in the account with a maximum limit of a 1000 KD per day.
8. No credit card shall be issued on this account, which can allow the youth to withdraw amounts from the account while no sufficient balance is available, unless he/she reaches 21 years of age or upon the approval of the person who has tutelage over the youth's

property and only after obtaining the guardian's signature on the required documentation and contracts as per the system applicable at the bank.

9. No chequebook shall be issued on this account.
10. The youth's benefit from the privileges provided by this account shall cease when he/she reaches 25 years of age.
11. This account shall be closed upon the youth reaching 25 years of age and accordingly all cards issued on this account shall be cancelled. The youth thus authorizes the bank to open a new account in the youth's name, to which the youth account balance shall be transferred upon closure. The youth's signature on this application shall be considered as authorization for the bank to proceed to all the actions indicated above.
12. Apart from these terms and conditions, this account shall be governed by the terms and conditions applicable by the bank on current accounts. The bank shall have the right to amend these terms and conditions at any time subject to notifying the client by mail, email, telephone or publication in newspapers. These communication means shall be considered acceptable to the client for notification of any matter related to his/her relationship with the bank.

VII. Terms & Conditions for Burgan Electron Cards :

1. Burgan Electron Card is issued to customer upon the bank's approval. The customer should sign in the designated place on the back thereof. This card shall, at all times, remain the bank's property and should be returned immediately when it becomes out of use. The bank may cancel the card and its secret number without stating reasons therefor and without a prior notice or any responsibility on the bank's part for the same.
2. The bank shall not be held liable if the card is not accepted by a retailer, a financier or a bank. In case the retailer or the financier agrees to return the amount, the bank shall credit the customer's account with the same after deducting the service charge upon receiving written instructions from them, but the bank will accept no responsibility for any delayed instructions.
3. The customer undertakes to safeguard the card and the secret number, and to ensure that the card or the secret number is not exposed to loss and to refrain from making any modification to or effacing the details shown thereon. In case the card is lost or stolen, the customer must promptly advise the bank in writing to take the appropriate measure. In all cases the customer shall remain liable for any withdrawals made through the card and the secret number until the bank is notified of the occurrence.
4. The customer can use his card and the relevant secret number to make electronic transfers of money at the point of sale for purchasing goods and services. Once such a transaction is made, payment becomes guaranteed and irrevocable and may not be stopped.
5. The customer may use his card to obtain other services announced by the bank from time to time, against service charge and commission determined by the bank. The bank may withdraw, cancel, or alter these services and amend the service charge and commission specified therefor.

6. The customer shall keep in his accounts with the bank sufficient balance as to cover all withdrawals and transactions made by means of his card and the relevant secret number in addition to the charges and commissions becoming due on the customer. Overdraft shall not be allowed unless there is an advance agreement with the bank to this effect. The bank may cover the debit balance in the subject account with the credit balance in any other accounts held by the customer.
7. The bank shall accept no responsibility for any loss or damage, material or otherwise, that may occur, directly or indirectly, due to a failure or defect in an ATM, POS machines or any other electronic instrument.
8. If separate cards are issued to several persons holding a joint account, each of such cardholders shall be jointly liable before the bank for all transactions on the subject account made by any of these cards.
9. The customer shall be held fully responsible for all the accounts opened through the telephone or electronic service, as well as for any transfers, instructions or any other banking services effected through such service.
10. The customer's use of the ATM shall imply an exclusive evidence of his knowledge and acceptance of the account balance unless he proves that he submitted to the bank a written protest to the same within fifteen days from the date of the withdrawal.
11. The bank reserves the right to alter these conditions and terms without the need to obtain the cardholder's approval. Any such alterations shall become valid from the effective date thereof.

VIII. Money Transfers :

The bank holds no responsibility for any delay, decrease, deduction or misuse, wrong transfer or payment instructions nor for any loss that may arise due to an error, omission or otherwise of a correspondent bank.

IX. Payment Instructions :

The bank shall be committed to any payment instructions only on the date of submittal, within the available balance or according to any other arrangements, if any.

X. Terms and Conditions for the Use of Tele banking service :

1. The customer agrees that the Bank shall record all telephone calls made with him.
2. All entries and transactions that are conducted on the account of the customer pursuant to this service, shall be considered as conclusive evidence and binding upon the customer, and the customer solely, shall be fully responsible for all transactions made by the use of this service and actions resulting from such use, and the customer shall compensate the bank for any direct or indirect damages resulting therefrom.

3. The Bank shall have the right, in its sole discretion, at any time, to abstain from executing these instructions, without giving the reasons thereof, and without being responsible whatsoever for failure to execute such instructions.

XI. Internet Banking:

1. By submitting the online application form, the customer agrees that the online service (Internet Banking) will be available on all eligible accounts in the name of the customer whether opened now or opened in the future, and including any joint accounts the customer hold with others.
2. To enable the customer to use the Service, the customer is required to choose the (User Login Name), (Login Password) and (Transaction Password). These are the security codes that will help in identifying the customer whenever the customer accesses the Service. Whenever a password is selected the customer should take care not to choose a word or number that is likely to be guessed by anyone trying to access the Service.
3. If the customer discovers, or suspects that the Password has become known to someone else, the password must be immediately changed through the Burgan Bank online service as soon as possible.
4. In submitting the online application for the Service, the customer confirms that joint account holder(s) if any is/are satisfied for the customer to access your joint accounts via the Service.
5. If the customer becomes aware of any transactions on any of his/their accounts that have not been validly authorized the same must be notified to the bank immediately. For this purpose the customer is required to check the bank statements within 15 days after it is received and advise the bank of any discrepancy immediately.
6. The customer shall not allow any third party to operate the Service on their behalf.
7. The customer shall not leave the System unattended while being online to the Burgan Bank online service.
8. The customer shall not access the Burgan Bank online Service from any computer connected to a local area network or LAN without first making sure that no one else will be able to observe or copy the login details or get access to the Burgan Bank online Service pretending to be the customer.
9. The customer must not use the Service to create an unauthorized overdraft on any of the accounts and that the bank is entitled to refuse to accept an instruction that would do so. If an unauthorized overdraft is created the bank 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). The customer agrees that: it is their responsibility to make sure that no unauthorized overdrafts are created, and the customer will not rely on the operation of the Service to prevent an unauthorized overdraft being created. In particular the customer accepts that the cheques and any payment instruction are given via the Service might take time to clear and might not always be reflected immediately in the balance on the account.

10. When the bank receives a payment instruction from the customer through the Service, the bank will be entitled to debit the payment plus any charges payable for the transaction from the account that the customer has specified. Once an instruction has been given through the Service, the same cannot be reversed. The bank will be under no obligations to reverse an instruction once the same has been given, or however, if the customer requests to reverse an instruction after it has been given, the bank may try to do so to the extent that this is possible under the rules and practices of the banking system. The customer will be responsible for any costs that the bank may face as a result.
11. The customer is not entitled to give bank instructions that are conditional.
12. The customer should take all reasonably practicable measures to ensure that any computer or other device that is used to access the Service (other than a computer or device we provide for his purpose in our branches) is adequately protected against acquiring viruses.
13. The customer is responsible for complying with the local laws when accessing the Borgan Bank online Service from a country outside Kuwait.
14. The customer will compensate the bank for any loss suffered as a result of the customer breaking any term of this agreement.
15. The customer may cancel the service at any time, by giving the bank a one-month notice in advance.
16. The bank may suspend the customer's access to the Service with respect to all or part of his accounts at any time and without a prior notice.
17. For joint accounts, and without prejudice to the bank's right to stop the Service without stating reasons, the bank will be entitled to end the Service if any of the joint account holders notifies us :
 - That they never consented to the customer's application for the Service.
 - That the joint account is no more managed by instructions of the Service User alone or that he is not willing any more to accept the use of the Service in managing the joint account using the Internet Service.
 - In all cases, the customer agrees that the bank shall not be liable for any transactions performed by the Service over the period before the end of the Service and the Service user shall be jointly with the joint account holders liable for indemnifying the bank for any costs or losses that the bank may incur as a result.
18. The customer acknowledges and agrees that the use of the Security Codes agreed between the bank and the customer is adequate identification. The bank is entitled to act on the electronic instructions given using the Security Codes via Borgan Bank online Service, without obtaining any further written instructions (except for the circumstances described in section 19). A Transaction may not always be processed as soon as the instruction is given. Time may be required for some instructions, which may only be processed during the normal banking hours even though the service may be operational outside such hours.
19. The bank may be justified in :
 - Refusing to carry out an instruction given via the Service inappropriately.
 - Insist on written confirmation for a particular instruction.

- The customer agrees that the bank shall not be responsible for any losses he may incur as a result of refusing or delaying execution of the instructions in the cases stated above. In all cases, the bank shall not be responsible to indemnify the customer for any damages he may incur due to refusing or delaying in carrying out the instructions or wrong execution of the instructions if it is due to a technical default whatsoever.
20. In connection with the Service, the bank is entitled at any time to change the mode of operation or the facilities available, or end the Service.
21. The bank has the right to change the terms of this agreement at any time by giving the customer a notice through the means indicated in this contract. The bank will give such a 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 the bank's control. The giving of such notice to the customer regarding any amendment to the terms shall be considered as acceptance on his part of such amendment.
22. The bank may :
- Collect fees and charges agreed upon against the Service.
 - Amend the fees and charges from time to time by giving a notice at least three days before the amendment date.
 - The customer shall not incur the increase in fees if cancelled during the notice period.
 - For the avoidance of doubt, the reference to fees and charges in this paragraph applies only to the fees and charges collected by the bank against this Service but not to any fees or charges on any other banking services provided by the bank at the customer's request.
23. The information relating to the Burgan Bank online Service on the Burgan Bank website does not constitute an invitation to apply for the Service. For the avoidance of doubt, this information is not an offer by the bank to contract with the customer to prove the Service and that the bank is not bound to accept or consider any application.

XII. Terms and Conditions for Mobile Banking Services :

By signing the application for the Mobile Banking Service you will be subject to these Terms and Conditions or any other documents as shown and displayed on the website www.burgan.com in relation to the Mobile Banking Service.

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 Mobile Banking Services.
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 Term 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 provided table provide 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 at the bank's database for records purposes. The Trace ID / Reference Number shall be the basis of the Bank in investigating any complaints lodged by you.
7. Failure to Transact. You acknowledge that the Bank shall not be held liable when failing to transact as the Mobile Banking 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. You agree 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 Mobile Banking service subject to the terms and conditions of this Agreement and/or subsequent amendments thereto.

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. You 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 or 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 anytime whatsoever and as he 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. You 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 he wishes from the Telecommunications Company that issued these messages and the mobile number issued from.

I hereby agree to debit my account with KD 10 service charges to receive SMS/Email messages on the topics marked above from Burgan Mobile Banking service and I acknowledge that the information provided by me is true and accurate and that I have read and understood and agree to be bound by the Terms and Conditions and that they will continue to apply every time I use the service.

"I have been informed and provided with a statement of all fees and commission that will be collected by the bank against each service rendered to me. For avoidance of doubt, the provision of any service to me in all cases shall be deemed as conclusive evidence of my knowledge, awareness and acceptance of all fees, commissions and expenses related thereto and collected or to be collected by the bank"