

Terms and Conditions governing the use of the Mobile Banking service provided by BANK OF BAHRAIN AND KUWAIT B.S.C Limited

Definitions

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

"Accounts" shall mean the bank account maintained by the Customer with BANK OF BAHRAIN AND KUWAIT B.S.C for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts");

"Customer" shall refer to the person / persons whose details are more particularly set out in the Account opening documents and shall include individuals, partnership firms represented by their/its partners, body corporate represented by its authorized representatives, trust represented by the trustees/authorized representatives, Hindu Undivided Family represented through its Karta/coparceners, Society represented by its authorized representatives, proprietorship concern represented by the proprietor;

Customer-ID shall mean the code issued by BANK OF BAHRAIN AND KUWAIT B.S.C and used by a Customer to identify himself when he logs into a system and start a login session. It is used by the system to identify each unique Customer;

"Facility" shall mean Mobile Banking facility which provides the Customer services such as information relating to Account(s), details about transactions and such other services as may be provided on the Mobile Phone Number by BANK OF BAHRAIN AND KUWAIT B.S.C from time to time. Mobile Banking shall mean accessing BANK OF BAHRAIN AND KUWAIT B.S.C account through Mobile;

Mobile Phone shall mean any handset that supports the Software/ Application for availing the Facility;

"Mobile Phone Number" shall mean the number specified by the Customer during BANK OF BAHRAIN AND KUWAIT B.S.C account opening or in writing either through Application form provided by BANK OF BAHRAIN AND KUWAIT B.S.C for the purpose of availing the Facility;

Password/ MPIN / TPIN / Fingerprint shall mean the word or numbers or a combination or an access code or biometric, which the Customer has chosen, to allow them to use Mobile Banking. It is also used for identification for each Customer;

"Personal Information" shall mean the information about the Customer obtained in connection with the Facility;

Software/Application means the file which is downloaded on the mobile for accessing Mobile Banking;

"Website" refers to the website owned, established and maintained by BANK OF BAHRAIN AND KUWAIT B.S.C located at the URL www.bbkindia.com

In this document all reference to Customer in masculine gender shall be deemed to include the feminine gender.

Applicability of Terms and Conditions

These terms and conditions together with the application made by the Customer and as accepted by BANK OF BAHRAIN AND KUWAIT B.S.C shall form the basis of understanding between the Customer and BANK OF BAHRAIN AND KUWAIT B.S.C, and shall be further subject to such terms as BANK OF BAHRAIN AND KUWAIT B.S.C may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing BANK OF BAHRAIN AND KUWAIT B.S.C Phone Banking and General Terms and Conditions relating to opening and operation of Account of the Customer. In case of conflict or between the general terms and conditions relating to any Account and terms and conditions contained herein, terms and conditions contained herein shall prevail.

Application

The Customer shall apply to BANK OF BAHRAIN AND KUWAIT B.S.C for use of the Facility (and/or for any changes to the options available under the Facility) by use of any method as provided by BANK OF BAHRAIN AND KUWAIT B.S.C from time to time in such forms as may be prescribed by BANK OF BAHRAIN AND KUWAIT B.S.C from time to time for use of the Facility.

Application for the Facility made shall be accepted only after authentication of the Customer through any such mode of verification as may be stipulated in the terms governing usage of these services, or in the absence of any terms, at the discretion of BANK OF BAHRAIN AND KUWAIT B.S.C.

The Facility shall be activated upon Customer fulfilling all the terms and conditions for such activation to the satisfaction of BANK OF BAHRAIN AND KUWAIT B.S.C.

Eligible Customer

The Customer desirous of using the Facility should be either a sole Account holder or authorized to operate the account independently. In case of joint accounts, the written instructions/mandate of the primary account holder authorizing the Customer to use the Facility would be required. All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally. An account in the name of the minor, in which a minor is a joint account holder or any account where the mode of operation is joint, is not eligible for the Facility.

Availability & Disclosure

BANK OF BAHRAIN AND KUWAIT shall endeavor to provide to the Customer through the Facility, such services as BANK OF BAHRAIN AND KUWAIT B.S.C may decide from time to time. BANK OF BAHRAIN AND KUWAIT B.S.C reserves the right to decide what services may be offered to a Customer on each Account and such offers may differ from Customer

to Customer. BANK OF BAHRAIN AND KUWAIT B.S.C may also make additions / deletions to the services offered through the Facility at its

The Facility is made available to the Customer at his request, at the sole discretion of BANK OF BAHRAIN AND KUWAIT B.S.C and may be discontinued by BANK OF BAHRAIN AND KUWAIT B.S.C at any time, after giving notice of 30 days without assigning any reason. However, BANK OF BAHRAIN AND KUWAIT B.S.C reserves the right to discontinue the Facility without prior notice and subject to an intimation in the following events:

Any change in regulatory guidelines/ statutory rules

breach of these Terms and conditions by the Customer or its Authorized Signatories

Fraudulent, criminal, illegal use of the Facility by the Customer or its Authorized Signatories

This Facility might not be available on all handsets and will depend on the handset configuration & the minimum requirements for running the application.

The access of the Customer to the Facility shall be restricted to Customer availing of the Facility on the specific Mobile Phone Number registered with BANK OF BAHRAIN AND KUWAIT B.S.C for the Facility. The instructions of the Customer shall be affected only after authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of MPIN/ password allotted by BANK OF BAHRAIN AND KUWAIT B.S.C to the Customer or through any other mode of verification as may be stipulated at the discretion of BANK OF BAHRAIN AND KUWAIT B.S.C.

If the Customer has reason to believe that his Mobile phone number is / has been allotted to another person and / or there has been an unauthorised transaction in his account and / or his mobile phone is lost, he shall immediately inform BANK OF BAHRAIN AND KUWAIT B.S.C under acknowledgment about the same. If such a situation arises and the Customer has not informed the Bank about the same, the Bank has no liability whatsoever for such transactions.

The Customer is solely responsible for protecting his Mobile Banking Password Identification Number (MPIN)/ Transaction Password Identification Number (TPIN) / Fingerprint registered for accessing the facility / Internet Banking password or Mobile Phone Number and any password given by BANK OF BAHRAIN AND KUWAIT B.S.C for the use of the Facility.

The Customer would be allotted a banking Customer-ID by BANK OF BAHRAIN AND KUWAIT B.S.C in the first instance. MPIN / TPIN / Fingerprint will be set up by the Customer as a registration process. As a safety measure, the Customer shall change MPIN / TPIN / Fingerprint as frequently thereafter as possible. In addition to Customer-ID and MPIN / TPIN / Fingerprint BANK OF BAHRAIN AND KUWAIT B.S.C may, at its discretion, advise the Customer to adopt such other means of authentication including but not limited to digital certification and/ or smart cards.

The Customer grants express authority to BANK OF BAHRAIN AND KUWAIT B.S.C for carrying out transactions and instructions authenticated by such MPIN.

If the Customer forgets the MPIN / TPIN, the Customer can reset the MPIN / TPIN through Mobile Banking by using the Debit card details and Customer ID / Credit Card details / Retail Net Banking credentials / Customer Information which was provided by the Customer during Mobile Banking registration and/or through any other mode permitted by the Bank and this shall not be construed as the commencement of a new contract. The Customer agrees and acknowledges that BANK OF BAHRAIN AND KUWAIT B.S.C shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by BANK OF BAHRAIN AND KUWAIT B.S.C regarding his Account(s) or carrying the instruction of the Customer pursuant to the access of the Mobile Banking by providing the correct Customer ID and Password / MPIN / TPIN / Fingerprint and the Customer shall fully indemnify and hold harmless BANK OF BAHRAIN AND KUWAIT B.S.C and the affiliates in respect of the same.

The Customer hereby instructs the Bank to comply with any/all instructions given through the use of the Mobile Banking facility in conjunction with the correct Password / MPIN. The Bank shall be entitled to assume that any instruction given to the Bank using in accordance with the above are given/ authorized by the Customer and agrees that the Bank will not be liable for any fraudulent, duplicate or erroneous instructions given to the Bank by usage of the Password / MPIN / TPIN of the Customer or the Fingerprints registered by the Customer.

The Customer is further advised to ignore any e-mail asking for his/her user details. The Bank or its employees will never contact the Customer asking for online banking Password / MPIN / TPIN etc.

BANK OF BAHRAIN AND KUWAIT B.S.C shall endeavor to carry out the instructions promptly provided that BANK OF BAHRAIN AND KUWAIT B.S.C, shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system or due to any requirement of law or due to mobile network failure or any failure at the partners' mobile payments platform.

Funds Transfer through Mobile Banking

BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. BANK OF BAHRAIN AND KUWAIT B.S.C reserves the right to charge the Customer for any funds transfer request initiated by the Customer and given to BANK OF BAHRAIN AND KUWAIT B.S.C as per the Schedule of Fees / Charges displayed on the Website or available at the branches. If funds transfer is made available to the Customer, it may be used for transfer of funds from Account to other accounts belonging to third parties maintained at BANK OF BAHRAIN AND KUWAIT B.S.C and/or at any other Bank which falls under the network of Reserve Bank of India's Electronic Fund Transfer system.

The Customer acknowledges that for effecting funds transfer as per limits specified by the Bank, the Customer can transfer the funds by using the MPIN / TPIN / OTP. The Customer acknowledges that the Bank shall not be liable or responsible for any error, disruption, non-delivery, delay interruption, disruption or failure in the provision of the service.

The Customer understands and agrees that the Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer while transferring funds through Mobile Banking

Authority to BANK OF BAHRAIN AND KUWAIT B.S.C

The Customer irrevocably and unconditionally authorizes BANK OF BAHRAIN AND KUWAIT B.S.C to access all his Accounts for effecting banking or other transactions of the Customer through this Facility.

The Customer authorizes BANK OF BAHRAIN AND KUWAIT B.S.C to appoint any third party service provider for providing the Facility and further authorizes BANK OF BAHRAIN AND KUWAIT B.S.C to share information relating to the Account or the transactions with the third party for the purpose of accepting / executing request of the Customers. Records All records maintained by BANK OF BAHRAIN AND KUWAIT B.S.C of the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to BANK OF BAHRAIN AND KUWAIT B.S.C.

Records

All records maintained by BANK OF BAHRAIN AND KUWAIT B.S.C of the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to BANK OF BAHRAIN AND KUWAIT B.S.C.

Instructions

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number in the manner indicated by BANK OF BAHRAIN AND KUWAIT B.S.C. The Customer is also responsible for the accuracy and authenticity of the instructions provided to BANK OF BAHRAIN AND KUWAIT B.S.C and the same shall be considered to be sufficient for availing of the services under the Facility.

BANK OF BAHRAIN AND KUWAIT B.S.C shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the Customer. BANK OF BAHRAIN AND KUWAIT B.S.C shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction which is subsequently countermanded.

Where BANK OF BAHRAIN AND KUWAIT B.S.C considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. BANK OF BAHRAIN AND KUWAIT B.S.C states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying

Customer's instructions. BANK OF BAHRAIN AND KUWAIT B.S.C may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction.

Any instruction, order, direction, request entered using the Password/MPIN of the Customer shall be deemed to be an instruction, order, directive, request received from the Customer. All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise, are based upon the Customer's decisions or are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, and request with BANK OF BAHRAIN AND KUWAIT B.S.C, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. BANK OF BAHRAIN AND KUWAIT B.S.C shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until it confirms the receipt of such instruction, direction, order, request.

The Customer accepts that all information/Instructions will be transmitted to and/or stored at various locations and be accessed by personnel of BANK OF BAHRAIN AND KUWAIT B.S.C.

BANK OF BAHRAIN AND KUWAIT B.S.C is authorized to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facility and so far as is necessary to give effect to any instructions.

Accuracy of Information

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to BANK OF BAHRAIN AND KUWAIT B.S.C at all times including for the purposes of availing of the Facility. BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by BANK OF BAHRAIN AND KUWAIT B.S.C to him, he shall advise BANK OF BAHRAIN AND KUWAIT B.S.C as soon as possible.

BANK OF BAHRAIN AND KUWAIT B.S.C will endeavor to correct the error wherever possible on a best effort basis.

While BANK OF BAHRAIN AND KUWAIT B.S.C will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for any unintentional error, which results in the providing of inaccurate information. The Customer shall hold BANK OF BAHRAIN AND KUWAIT B.S.C harmless against any loss, damages etc. that may incurred / suffered by the Customer if the information supplied to the Customer turns out be inaccurate / incorrect.

Disclaimer of Liability

BANK OF BAHRAIN AND KUWAIT B.S.C shall not be responsible for any failure on part of the Customer to utilise the Facility due to the Customer not being within the geographical range within which the Facility is offered;

BANK OF BAHRAIN AND KUWAIT B.S.C will not be liable for:

- a. Any unauthorised use of the Customer's MPIN / Password, Internet Banking password /TPIN/ Fingerprint or mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's MPIN, password or Mobile Phone Number;
- b. Any unauthorized access to your accounts/deposits/credit card through BBKONNECT MOBILE APP by any third party where fingerprints of such third party is registered in your mobile device/mobile app or where your customer ID is registered in different devices belonging to you/different people.
- c. Any unauthorized, fraudulent or erroneous transactions in your account/deposits by any third party with your MPIN/password/TPIN which are known only to you.
- d. The Customer has breached any of the terms and conditions herein or
- e. Any loss caused as a result of failure on part of the Customer to advise BANK OF BAHRAIN AND KUWAIT B.S.C promptly about unauthorised access of or erroneous transactions in the Account or
- f. as a result of failure on part of the Customer to advise BANK OF BAHRAIN AND KUWAIT B.S.C of a change in or termination of the Customer's Mobile Phone numbers / SIM Card.
- g. acting in good faith on any instructions received by BANK OF BAHRAIN AND KUWAIT B.S.C;
- h. error, default, delay or inability of BANK OF BAHRAIN AND KUWAIT B.S.C to act on all or any of the instructions
- i. loss of any information/instructions in transmission;
- j. unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;
- k. any loss or damage to the handset / mobile phone, including loss of data, corruption of data arising from downloading any software/application for availing/use of the Facility.

Under no circumstances shall BANK OF BAHRAIN AND KUWAIT B.S.C be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by BANK OF BAHRAIN AND KUWAIT B.S.C or will result in suspension of the Facility to the Customer.

BANK OF BAHRAIN AND KUWAIT B.S.C is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by BANK OF BAHRAIN AND KUWAIT B.S.C in that behalf or otherwise) to the Customer, which may affect the Facility.

BANK OF BAHRAIN AND KUWAIT B.S.C makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.

Without limitation to the other provisions of this terms and conditions, BANK OF BAHRAIN AND KUWAIT B.S.C, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of BANK OF BAHRAIN AND KUWAIT B.S.C in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any cellular service provider and BANK OF BAHRAIN AND KUWAIT B.S.C's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, BANK OF BAHRAIN AND KUWAIT B.S.C's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility.

Notwithstanding anything to the contrary, BANK OF BAHRAIN AND KUWAIT B.S.C shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by BANK OF BAHRAIN AND KUWAIT B.S.C in that behalf or otherwise).

The Customer agrees that BANK OF BAHRAIN AND KUWAIT B.S.C may hold and process his personal information concerning his Accounts on computer or otherwise in connection with the Facility as well as for analysis credit scoring and marketing. The Customer also agrees BANK OF BAHRAIN AND KUWAIT B.S.C may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to BANK OF BAHRAIN AND KUWAIT B.S.C.

BANK OF BAHRAIN AND KUWAIT B.S.C may provide any other services as a part of the Facility and makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider.

BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for the oversight on part of the Customer to update himself with the products which have been included in the Facility and specific services for each product as may be provided on the Mobile of BANK OF BAHRAIN AND KUWAIT B.S.C and as will be available with the authorized call centers of BANK OF BAHRAIN AND KUWAIT B.S.C.

BANK OF BAHRAIN AND KUWAIT B.S.C makes no warranty or representation of any kind in relation to the Facility, the services, or their function or performance or for any loss or damage whenever and however suffered or incurred by the Customer or by a person resulting from or in connection with the Facility.

If the Mobile Phone or software/UI being used by the Customer, for accessing the mobile banking Facility, is not compatible with the Software/Application being provided by the Bank, the Bank shall not be responsible for the same. It shall be the sole responsibility of the Customer to ensure that all pre-requisites to access the mobile banking Facility (such as compatible Mobile Phone, suitable software/UI, required data connection etc.) is available with the Customer, before accessing the mobile banking Facility.

NO WARRANTIES: TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BANK OF BAHRAIN AND KUWAIT B.S.C AND THEIR RESPECTIVE THIRD-PARTY PARTNERS, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM BANK OF BAHRAIN AND KUWAIT B.S.C OR THIRD PARTY SERVICE PROVIDER OR THROUGH THE FACILITY WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION, THE TERMS "BANK OF BAHRAIN AND KUWAIT B.S.C" AND "THIRD PARTY SERVICE PROVIDERS" INCLUDE BANK OF BAHRAIN AND KUWAIT B.S.C'S AND THIRD PARTY SERVICE PROVIDER'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE FACILITY IS AT YOUR SOLE RISK. THE FACILITY AND ANY DATA, INFORMATION, THIRD PARTY SOFTWARE, REFERENCE SITES, SERVICES, OR SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE FACILITY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. BANK OF BAHRAIN AND KUWAIT B.S.C, THIRD PARTY SERVICE PROVIDER, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE DATA, SOFTWARE, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE FACILITY OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, DEFECTS, DELAYS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

BANK OF BAHRAIN AND KUWAIT B.S.C, THIRD PARTY SERVICE PROVIDER, AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FACILITY OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, ADEQUACY, RELIABILITY, SUITABILITY OR OTHERWISE.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE FACILITY (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES AT ITS OWN

DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY (INCLUDING BUT NOT LIMITED TO YOUR COMPUTER SYSTEM AND DEVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

Non-Transferability

The grant of the Facility to a Customer is not transferable under any circumstance and shall be used only by the Customer. However, BANK OF BAHRAIN AND KUWAIT B.S.C shall have the right to transfer, assign or sell all its rights under these Terms and Conditions, which shall continue to be in force and effect for the benefit of the successors and assigns of BANK OF BAHRAIN AND KUWAIT B.S.C.

Maintenance of Sufficient Balance:

The Customer shall ensure that there is/are sufficient funds (or prearranged credit facilities) in BANK OF BAHRAIN AND KUWAIT B.S.C Account for operations through Mobile Banking and BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for any consequences arising out of BANK OF BAHRAIN AND KUWAIT B.S.C's failure to carry out the instructions due to inadequacy of funds and/or credit facilities.

Without prejudice to the generality of the aforesaid, processing of all the instructions is subject to the availability of free, clear and available funds / limits in the Customer's BANK OF BAHRAIN AND KUWAIT B.S.C Account. In the event of clear funds / limits not being available, BANK OF BAHRAIN AND KUWAIT B.S.C shall not process the instructions and shall not make payments. BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/to be incurred by the Customer in this regard and/or the services not being delivered to the Customer on account of such non-processing of instructions and BANK OF BAHRAIN AND KUWAIT B.S.C shall not be held liable in this regard.

Limits on Transfers

BANK OF BAHRAIN AND KUWAIT B.S.C reserves the right to refuse any instructions for transfer of funds or limit or block transfers to particular persons. BANK OF BAHRAIN AND KUWAIT B.S.C reserves the right to set-up transaction level / daily transactions limits and modifies the same from time to time in future.

For security reasons, and in order to comply with regulatory requirements, there are limits on the number and amount of transfers Customers can make using the Facility. These limits may be increased/decreased by BANK OF BAHRAIN AND KUWAIT B.S.C from time to time. However, BANK OF BAHRAIN AND KUWAIT B.S.C shall not be liable for failing to enforce any of these limits.

Prohibited Conduct

This section lists various conduct and actions, which are PROHIBITED while usage of the Facility. By using the Facility, the Customer agrees that THEY WILL NOT engage in any of the following:

use the Facility for any purposes other than to send or receive transfers or to access the services in accordance with this terms;

interfere with the authentication of any instruction originating from your mobile device or provided under your account;

impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Facility, perform any other similar fraudulent activity or otherwise send or receive what Bank reasonably believes to be potentially fraudulent funds;

infringe BANK OF BAHRAIN AND KUWAIT B.S.C's or any third party's intellectual property rights, rights of publicity or rights of privacy;

use the Facility, or request or make any transfer, for any illegal purpose, or in violation of any applicable law, including but not limited to laws governing taxation, money laundering, terrorism financing, intellectual property, purchase of prohibited material over e-commerce and other proprietary rights and data protection and privacy;

refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to Bank;

remove, circumvent, disable, damage or otherwise interfere with security-related features of the Facility or features that enforce limitations on the use of the Facility;

reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Facility or any part thereof;

use the Facility in any manner that could damage, disable, overburden, or impair it, including but not limited to using the Facility in an automated manner;

modify, adapt, translate or create derivative works based upon the Facility or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation;

intentionally interfere with or damage operation of the Facility or any User's enjoyment of them, by any means, including but not limited to uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; access the Facility from a country that is not included in BANK OF BAHRAIN AND KUWAIT B.S.C's permitted countries list; change or terminate your mobile number or email on your mobile device without prior notice to BANK OF BAHRAIN AND KUWAIT B.S.C;

use any robot, spider, other automatic device, or manual process to monitor or copy the Facility website without prior written permission;

use any device, software or routine to bypass Facility's robot exclusion headers, or interfere or attempt to interfere, with the Facility;

sell the software or any services, information, or software associated with the Facility or derived from it;

breach this terms and conditions or any other agreement or policy of BANK OF BAHRAIN AND KUWAIT B.S.C;

violate any applicable law, statute, ordinance or regulation (for example, those governing financial services);

provide false, inaccurate or misleading information;

send or receive what BANK OF BAHRAIN AND KUWAIT B.S.C or third party service provider, regulators reasonably believes to be funds derived from, or transactions involving, fraud or unlawful activity;

control an account that is linked to another account that has engaged in any of the foregoing activities. BANK OF BAHRAIN AND KUWAIT B.S.C may use evidence other than your account information to determine whether you control an account in someone else's name, including but not limited to Internet Protocol addresses, common business names, phone numbers, and mailing addresses.

Indemnity

In consideration of BANK OF BAHRAIN AND KUWAIT B.S.C providing the Facility, the Customer shall indemnify and keep safe, harmless and indemnified BANK OF BAHRAIN AND KUWAIT B.S.C from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which BANK OF BAHRAIN AND KUWAIT B.S.C may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Facility.

The Customer shall hold BANK OF BAHRAIN AND KUWAIT B.S.C, harmless against any loss incurred by the Customer due to failure to provide the services offered under the Facility or any delay in providing the services due to any failure in the network of the cellular service provider.

The Customer shall indemnify and hold BANK OF BAHRAIN AND KUWAIT B.S.C harmless for any losses occurring as a result of the: The Customer permitting others to use the Facility through any unauthorized means.

The Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended.

Fees

BANK OF BAHRAIN AND KUWAIT B.S.C shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by any cellular service provider in connection with availing of the Facility and BANK OF BAHRAIN AND KUWAIT B.S.C is in no way concerned with the same. The charges payable by the Customer is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Customer instantly. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time. If the Customer defaults in making payment of

the charges to BANK OF BAHRAIN AND KUWAIT B.S.C, BANK OF BAHRAIN AND KUWAIT B.S.C shall be entitled (without prejudice to any other right or remedy it may have) to charge the Customer with a late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid till the actual date of payment.

Termination

The Customer may request for termination of the Facility any time by giving a written notice of at least 15 days to BANK OF BAHRAIN AND KUWAIT B.S.C. The Customer will remain responsible for any transactions made through his Mobile Phone Number through the Facility prior to the time of such cancellation or termination of Facility.

BANK OF BAHRAIN AND KUWAIT B.S.C may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. BANK OF BAHRAIN AND KUWAIT B.S.C may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

BANK OF BAHRAIN AND KUWAIT B.S.C shall endeavour to give a reasonable notice for withdrawal or termination of the Facility. The closure of all Accounts of the Customer will automatically terminate the Facility. BANK OF BAHRAIN AND KUWAIT B.S.C may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or BANK OF BAHRAIN AND KUWAIT B.S.C learns of the death, bankruptcy or lack of legal capacity of the Customer.

Governing Law

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

BANK OF BAHRAIN AND KUWAIT B.S.C accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer and / or the use of the Facility.

General

BANK OF BAHRAIN AND KUWAIT B.S.C may sub-contract and employ agents to carry out any of its obligations under this contract. Internet/Mobile Banking service would be available to the Customers in certain cities only and during timings specified by BANK OF BAHRAIN AND KUWAIT B.S.C from time to time and transactions would be carried out on the same day or on the next Business Day depending upon the time of logging of the transaction. The Customer would have to ensure that the equipment used for availing of Mobile Banking meets the criteria as may be specified by BANK OF BAHRAIN AND KUWAIT B.S.C from time to time. All costs incurred by the Customer including telecommunication costs to use the Mobile Banking would be borne by the Customer.

As a tool to correct misunderstandings, the Customer understands, agrees and authorizes BANK OF BAHRAIN AND KUWAIT B.S.C, at its discretion, and without further prior notice

to the Customer, to monitor and record any or all telephone conversations or electronic communications between the Customer and BANK OF BAHRAIN AND KUWAIT B.S.C and any of its employees or agents.

The availability/non-availability of a particular service shall be communicated to the Customer through email, web page of BANK OF BAHRAIN AND KUWAIT B.S.C or in writing as may be deemed fit by BANK OF BAHRAIN AND KUWAIT B.S.C.

Proprietary Rights

BANK OF BAHRAIN AND KUWAIT B.S.C shall make reasonable efforts to advise from time to time the software such as browsers which are required for availing of the Facility. There will be no obligation on BANK OF BAHRAIN AND KUWAIT B.S.C to support all or any versions of the software as may be required for offering the Facility. The Customer acknowledges that the software underlying the Mobile Banking as well as other internet/mobile related software which are required for accessing Mobile Banking are the legal property of the respective vendors. The permission given by BANK OF BAHRAIN AND KUWAIT B.S.C to access Mobile Banking will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Mobile Banking or create any derivative product based on the software.

Communications through Electronic means

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. BANK OF BAHRAIN AND KUWAIT B.S.C would be deemed to have fulfilled its legal obligation to deliver to the Customer any document if such document is sent via electronic means. Failure to advise BANK OF BAHRAIN AND KUWAIT B.S.C of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall be deemed to be validly delivered to the Customer.

Communication through Mobile

The Bank shall have no obligation to verify the authenticity of any transaction received from me through Mobile Banking or purporting to have been sent by the Customer via Mobile Banking other than by means of verification of the Mobile Phone Number. The display that is produced by the Customer at the time of operation of Mobile Banking is a record of the operation of the mobile access and shall not be construed as the Bank's records of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless the Customer points out any discrepancy within 15 days from the date of receipt of periodical statement, failing which the same shall be treated as accepted by the Customer. All transactions arising from the use of Mobile Banking, in a joint account, shall be binding on all the joint account holders, jointly and severally.

Disclaimer

BANK OF BAHRAIN AND KUWAIT B.S.C will NEVER ask you to reveal your User ID or Password. Therefore, never disclose your credentials (User ID, Password, OTP, PIN etc.) to anyone either through mail or over phone. If you receive any mail asking you to update or authenticate your User ID or Password, please DO NOT fall into the trap of putting in your Password or OTP or PIN.